

**AMENDMENT 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
SNOHOMISH COUNTY AND REDCLOUD CONSULTING, INC. FOR FINANCIAL
ENTERPRISE RESOURCE PLANNING AND SYSTEM IMPLEMENTATION SERVICES**

This Amendment 3 dated May 11, 2026 (the “**Effective Date**”) to the Agreement for Professional Services between Snohomish County and RedCloud Consulting, Inc., executed on December 12, 2023, as amended by Amendment 1 dated August 6, 2024 (the “**Agreement**”), and Amendment 2 dated July 17, 2025, is made by and between Snohomish County, a political subdivision of the State of Washington (the “**Client**” or “**County**”) and RedCloud Consulting, Inc., a Washington corporation, hereafter (the “**Supplier**” or “**Contractor**”).

RECITALS

WHEREAS, the County and RedCloud Consulting, Inc. are the parties to that certain Agreement executed on December 12, 2023; and

WHEREAS, the deliverables included in Schedules A-1 and A-2 have been completed as of January 31, 2026; and

WHEREAS, the scope of work and deliverables for the Organizational Change Management Leader have been updated beginning February 1, 2026 through May 31, 2028; and

WHEREAS, the job title, scope of work, deliverables, and rate of pay for the ERP Business Analyst have been updated beginning February 1, 2026 through May 31, 2028; and

WHEREAS, the anticipated total amount of the new scopes of work for the Organizational Change Management Leader and ERP Business Analyst for work performed from February 1, 2026 through May 31, 2028 is One Million Four Hundred Ninety-Nine Thousand Four Hundred Ninety-Eight Dollars (\$1,499,498.00); and

WHEREAS, One Hundred Nineteen Thousand Two Hundred Forty-Eight Dollars (\$119,248.00) of the amount approved for Schedules A-1 and A-2 was not expended;

WHEREAS, the additional cost to the Agreement for the work described in this Amendment 3 shall not exceed (\$1,380,250.00).

NOW, THEREFORE, in consideration of the mutual obligations set out below, the parties agree that the Agreement is amended as follows:

1. Schedule A-4 Statement of Work – Senior ERP Program Consultant and Enterprise Project Management Office (EPMO) is hereby attached to this Amendment 3 and by this reference incorporated into the Agreement.
2. Schedule A-5 Statement of Work – Organizational Change Management (“OCM”) Leader 2026 is hereby attached to this Amendment 3 and by this reference incorporated into the Agreement.
3. Section 1, Purpose of Agreement; Scope of Services, is replaced in its entirety with the following:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to acquire professional business consulting services, project management support, and advisory services in support of

the County's financial enterprise resource planning system implementation initiative. The scope of services is as defined in Schedule A, Schedule A-1, Schedule A-2, Schedule A-3, Schedule A-4, and Schedule A-5 attached hereto and by this reference made a part hereof. This Agreement is entered into pursuant to Snohomish County Code section 3.04.203.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and provide other information regarding performance of the Agreement as the County may request.

4. Section 2 Term of Agreement; Time of Performance is amended to read as follows:

Subsection 3.a. Services, is replaced in its entirety with the following:

- a. Services. The County will pay the Contractor for services as and when set forth in Schedule A, Schedule A-1, Schedule A-2, Schedule A-3, Schedule A-4, and Schedule A-5, which are attached hereto and by this reference made a part of this Agreement.

Subsection 3.f. Contract Maximum, is replaced in its entirety with the following:

- f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$3,677,500.00 for the term of this Agreement.

5. Section 27. Conflicts between Attachment and Text, is replaced in its entirety with the following:

27. Conflicts between Attachments and Text. Each schedule and exhibit listed below is by this reference hereby incorporated into this Agreement as though fully set forth herein. In the event of an inconsistency within this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Terms and conditions in the text or main body of this Agreement
2. Schedule A – Statement of Work
3. Schedule A-1 - Statement of Work – Organizational Change Management (“OCM”) Leader
4. Schedule A-2 Statement of Work – ERP Business Analyst
5. Schedule A-3 Statement of Work – ERP Program Leader
6. Schedule A-4 Statement of Work – Senior ERP Program Consultant and Enterprise Project Management Office (EPMO) 2026-2028
7. Schedule A-5 Statement of Work – Organizational Change Management (“OCM”) Leader 2026-2028

Except as expressly amended in this Amendment 3, the terms and conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 as of the day and year first written above.

SNOHOMISH COUNTY:

Teigen, Thomas

Digitally signed by Teigen,
Thomas
Date: 2026.05.11 07:55:33
-07'00'

Snohomish County Executive Director Date

REDCLOUD CONSULTING, INC.:



By: Jonathan Avedovech Date 5/6/26
Title: Controller

Schedule A-4

Statement of Work

Senior ERP Program Consultant and Enterprise Project Management Office (EPMO) 2026-2028

1. Description of Services

Pursuant to and in conformance with any standards, guidelines and/or specifications which may be provided by Client to Supplier from time to time, Supplier will perform or deliver to Client under the Agreement as a work made for hire (collectively, the "Services").

The Supplier Resource(s) will deliver business consulting services, project management support, and advisory services in support of the enterprise resource planning system ("ERP") implementation initiative for Client.

The Supplier Resource will lead project governance activities, oversee Change Control Board (CCB) operations, manage the Risks, Issues, and Decisions (RID) framework, performance management framework including establishment and monitoring of performance metrics, and establish content management standards.

This role will also lead project management responsibilities across the Human Capital Management (HCM), Technical, and Finance-Payroll workstreams while providing backup support for the Organizational Change Management (OCM), Financial (Non-Payroll), and Enterprise Performance Management (EPM) workstreams. The Supplier Resource will ensure all work is aligned to project governance, reporting, and decision-making protocols defined by the project statement of work and EPMO standards.

2. Responsibilities by Phase

Pre-Implementation Phase

Core Responsibilities:

- Establish the EPMO structure, governance framework, and reporting cadence aligned with project requirements.
- Develop, implement and manage the Change Control process, including defining thresholds, documentation standards, and CCB membership.
- Design the RID management framework, including templates, reporting cadence, and integration into the EPMO governance framework.
- Define performance management baselines, including Key Performance Indicators (KPIs) and success metrics for project delivery.
- Develop and launch the enterprise content management repository structure within the existing county tools (e.g., Microsoft Suite-SharePoint and Teams) and document control protocols as defined by the EPMO.

Key Reporting and Deliverables:

- EPMO Governance Framework documentation.
- Change Control and CCB guides, templates, and training to county staff.
- RID Log and Escalation guides, templates, and training to county staff.
- Baseline Performance Metrics and KPI framework and reporting structure.
- Enterprise Content Management Repository Setup Guide guides, templates, and training to county staff.

Implementation Phase

Core Responsibilities:

- Oversee day-to-day project governance including facilitation of the Change Control Board (CCB) and escalation of high-impact items.
- Manage project delivery for the HCM, Technical, and Finance/Payroll workstreams, ensuring cross-functional alignment and milestone and deliverable achievement.
- Maintain and update the RID Log, related reports to reflect current risks, issues, and decisions for executive review.
- Monitor and report on project performance baselines, coordinating with vendors, EPO (ERP Project Office) SI, internal teams, and executive steering.
- Ensure all project documentation aligns to county content management standards as defined in the county's data management practices, maintaining version control and traceability.

Key Reporting and Deliverables:

- Regular CCB and Governance Summary Reports.
- Updated RID Register and incorporation into the established reporting structure.
- Monthly Project Performance report and KPI Summary.
- Integrated Workstream Status Reports for HCM, Technical, and Finance/Payroll.

3. Reporting and Communications

The Supplier Resource will maintain a structured reporting cadence aligned with EPMO governance standards. This includes bi-weekly CCB reporting, biweekly RID status reviews, monthly performance updates, and quarterly executive briefings. The Supplier Resource will ensure all reporting integrates across workstreams, maintains traceability to decisions, and supports transparent communication to key project partners.

4. Steering Committee and Governance Integration

In partnership with the EPMO steering committee lead, the Supplier Resource will support the facilitation of Steering Committee meetings, preparation of decision briefing materials, and management of action and decision logs. This involves engaging with project team stakeholders and team members to define agendas, prepare for and manage the meetings, communicate and drive follow up from the Steering Committee meetings, and include the third party vendor, IBM, for discussions of topics requiring Steering Committee engagement. The Supplier Resource will ensure that governance documentation meets audit and traceability standards; provide status updates on change control, performance, and RID trends; and ensure all governance bodies (ERP Steering Committee, Project Lead, and the project team leads for each of the key modules being delivered) receive accurate, timely, and actionable information to support project decision-making.

5. Additional Responsibilities

- Provide backup support to the Organizational Change Management (OCM) Lead for user engagement, training, communications, and adoption tracking.
- Support the Human Capital Management (HCM), Technical, and Finance-Payroll workstreams with project milestone and deliverable management.
- Coordinate interdependencies between OCM and all project-focused workstreams to ensure alignment with project milestones and deliverables.

- Support readiness assessments, executive briefings, and leadership engagement efforts through identification of topics to raise, formulating those into structured deliverables such as powerpoint presentations and project update document and SharePoint updates.

6. Compensation

Pre-Implementation Deliverables	Budgeted Hours	Cost
EPMO Governance Framework documentation	170	\$24,650.00
Change Control and CCB guides, templates, and training to county staff	170	\$24,650.00
RID Log and Escalation guides, templates, and training to county staff	170	\$24,650.00
Baseline Performance Metrics and KPI framework and reporting structure	170	\$24,650.00
Enterprise Content Management Repository Setup Guide guides, templates, and training to county staff	170	\$24,650.00
Subtotal	850	\$123,250.00
Implementation Deliverables		
Regular CCB and Governance Summary Reports	1100	\$159,500.00
Updated RID Register and incorporation into the established reporting structure	1100	\$159,500.00
Monthly Project Performance report and KPI Summary	1100	\$159,500.00
Integrated Workstream Status Reports for HCM, Technical, and Finance/Payroll	1093	\$158,485.00
Subtotal	4393	\$636,985.00
Total	5243	\$760,235.00

As outlined in Section 3 of this Agreement, Supplier shall submit to Client properly executed invoice(s) indicating the hours of work performed and progress achieved toward each deliverable and the amount due from the Client no more often than monthly. Subject to Section 8 of this Agreement, the Client shall pay such invoice(s) within thirty (30) calendar days of receipt. Beginning February 1, 2026, the hourly rate for services under this Schedule A-4 shall remain firm, fixed at \$145 per hour. Payment of any Implementation Phase hours is contingent upon successful completion and submission to the County of all deliverables in the Pre-Implementation Phase. Hours listed in each subtotal are maximum hours to be allocated to each phase of the project and any revisions to increase those hours must be memorialized in a change order executed in accordance with section 6 of this Agreement.

6.1 Travel Expenses:

There are no travel expenses anticipated while performing the Services under this agreement.

Schedule A-5
Statement of Work
Organizational Change Management (“OCM”) Leader 2026-2028

1. Purpose

The Organizational Change Management Consultant will serve as the County-side advisor and partner for the ERP Oracle Cloud Fusion project, ensuring organizational readiness, communication alignment, and adoption across all phases of implementation. This role focuses on the people side of change, working to help departments and employees embrace new business processes and technology while building internal capacity for sustainable change management.

The Consultant’s work will complement, but not duplicate, IBM SI Change Management Lead’s scope. The Consultant will focus on County alignment, strategic readiness, and stakeholder enablement. The Consultant will provide independent services, support project leadership, and coordinate with the SI OCM lead to ensure integrated, effective change activities.

2. Description of Services

Pursuant to and in conformance with any standards, guidelines and/or specifications which may be provided by Client to Supplier from time to time, Supplier will perform or deliver to Client under the Agreement as a work made for hire (collectively, the “Services”).

The Consultant will deliver change management services aligned to the County’s ERP transformation roadmap as defined in the project planning documentation and communicated via the ERP SharePoint ([PHOENIX - an ERP modernization project](#)). Activities will evolve with each phase of the project and will include strategy, stakeholder engagement, communications, readiness planning, and adoption measurement.

3. Responsibilities – Key Stages

The mission of the OCM Leader role will be to focus on “the people side of change”, helping employees and departments across Client’s organization to embrace and adopt changes related to business processes, systems, technology, job roles, and organizational structures.

Pre-Implementation:

- Develop and recommend a County-wide Change Management strategy and framework in coordination with the SI OCM plan.
- Build foundational tools and templates for stakeholder engagement, communications, and readiness tracking.
- Partner with the County Sponsors, EPO, and department leaders to identify key stakeholders and readiness risks.
- Establish a Sponsor Engagement model (i.e. Quarterly Leadership Forum, Department Sponsors, Communities of Practice).
- Deliver initial Readiness Assessment and Change Impact summaries with recommended next steps.
- Collaborate with project teams to integrate change management activities.

- Support communication and engagement efforts that create awareness and alignment around the ERP vision and Phase 1 objectives through managing and running Steering Committee meetings, plan, run and communicate follow-ups for the ERP Leadership Forums, ERP Community Forums, ERP Communities of Practice.

Key Reporting and Deliverables:

- Change Management Strategy & Framework: Strategic roadmap outlining approach, roles, and alignment with SI OCM
- Readiness & Impact Assessment: Summary of County readiness, key stakeholders, and change impacts created and communicated via ERP Steering Committee.
- Communications & Engagement Toolkit: Templates and communication planning framework for County use
- Sponsor & Change Network Playbooks: Guides for department leaders and change agents

Implementation:

- Coordinate County-side communication, training alignment, and stakeholder engagement in collaboration with the SI OCM Lead.
- Translate SI deliverables into County-specific actions and communication plans.
- Provide support to Department Sponsors and People Managers to help them lead through change by engaging in coaching and mentoring sessions as needed, bring in proper audience to project meetings and communicate clear change management plans
- Monitor adoption and engagement trends; provide recommendations to County leadership when project challenges and problems arise through formalized issue tracking processes and resolution processes via the Steering Committee.
- Develop and maintain readiness dashboards, progress updates, and key messages for project leadership and end users.
- Advise on training planning, ensuring County ownership of SME and end-user delivery.
- Support continuity across phases by updating and scaling the OCM strategy and tools to fit new audiences and ERP modules.
- As project phases finish up, conduct lessons learned sessions with project teams and building transition plans into next phase based on these lessons learned.
- Maintain focus on leadership alignment, employee engagement, and sustained adoption.

Key Deliverables:

- Driving Communications Plan through the ERP Communications Team integrating messaging, ERP county workstreams, communications objectives, defining key messages with an ADKAR framework, communications channels, ownership, and cadence.
- Resistance Management Strategy: includes an identification of resistance sources, stakeholder analysis, and recommended strategies to address potential resistance.
- Training Coordination Plan: a holistic County-owned plan integrating SI training deliverables with County-specific needs

4. Compensation

Pre-Implementation	Budgeted Hours	Cost
Change Management Strategy & Framework	210	\$29,610.00
Readiness & Impact Assessment	210	\$29,610.00
Communications & Engagement Toolkit	210	\$29,610.00
Sponsor & Change Network Playbooks	220	\$31,020.00
Subtotal	850	\$119,850.00
Implementation		
Driving Communications Plan	1465	\$206,565.00
Resistance Management Strategy	1464	\$206,424.00
Training Coordination Plan	1464	\$206,424.00
Subtotal	4393	\$619,413.00
Total	5243	\$739,263.00

As outlined in Section 3 of this Agreement, Supplier shall submit to Client properly executed invoice(s) indicating the hours of work performed and progress achieved toward each deliverable and the amount due from the Client no more often than monthly. Subject to Section 8 of this Agreement, the Client shall pay such invoice(s) within thirty (30) calendar days of receipt. The hourly rate for services under this Schedule A-5 shall remain firm, fixed at \$141 per hour. Payment of any Implementation Phase hours is contingent upon successful completion and submission to the County of all deliverables in the Pre-Implementation Phase. Hours listed in each subtotal are maximum hours to be allocated to each phase of the project and any revisions to increase those hours must be memorialized in a change order executed in accordance with section 6 of this Agreement.

4.1 Travel Expenses:

There are no travel expenses anticipated while performing the Services under this agreement.