SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

ITEM: 3.31
(ID # 30748)
MEETING DATE:
Tuesday, June 23, 2026

FROM : HUMAN RESOURCES

SUBJECT: HUMAN RESOURCES: Approve the Classification, Compensation & Labor Agreement Analytics Platform Software as a Service (SaaS) Agreement with Civic Calling Corporation, without seeking competitive bids, through June 30, 2031, with options to renew for four (4) additional annual renewals, for a total aggregate amount of up to $424,731 through June 30, 2031 ; All Districts [Total Aggregate Amount $424,731, plus $43,000 addition compensation for unseen requirements]; 100% Department Funded

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Classification, Compensation & Labor Agreement Analytics Platform Software as a Service (SaaS) Agreement with Civic Calling Corporation, through June 30, 2031 for a total aggregate amount of $424,731, with options to renew for four (4) additional annual renewals, without seeking competitive bids; and authorize the Chair of the Board to sign the Agreements on behalf of the County;

2. Direct the Purchasing Agent, or designee to issue a Purchase Order(s) for services rendered not to exceed the BOS approved total aggregate amount;

Continued on page 2

ACTION:

Tami Douglas-Schatz
Tami Douglas-Schatz, Director of Human Resources 6/12/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: June 23, 2026
xc: HR

Kimberly A. Rector
Clerk of the Board
By: _____
Deputy

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement, including modification to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the total aggregate amount of $43,000 in additional compensation for unseen requirements for the term of the Agreement; and

4. Direct the Clerk of Board to retain one (1) copy of each agreement and return two (2) copies of each agreement to Human Resources for distribution.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	$80,000	$82,400	$424,731	$0
NET COUNTY COST	$0	$0	$0	$0

SOURCE OF FUNDS: 100% Department Funded	**Budget Adjustment:** No **For Fiscal Year: 26/27-30/31**

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Human Resources Department (HR) seeks to procure Holly, a secure, cloud-based software-as-a-service (SaaS) platform to accelerate analytics and reporting in multiple critical HR functions. Holly will be used as a force multiplier by HR staff to generate critical analytics for human resources review in a fraction of the time. The Holly system is purpose built to create great efficiencies in the following public sector HR functions by providing robust, on-demand, reporting and analysis:

Market and Total Compensation Studies: Delivers up-to-date market intelligence on public sector salaries, benefits, and special pay; Delivers customizable market reports.

Memorandums of Understanding (MOU) Analysis: Summarize and extract terms from MOUs, Compare and contrast MOUs; Audit MOU language; Delivers customizable reports.

AB 339 Scope of Work Analysis: Accelerates and supports the AB 339 review of a contract or scope of work to determine which County job classes may perform the work; Delivers customizable reports.

Market studies, MOU analysis and summarization, and AB 339 reviews are each highly involved and time intensive processes for HR staff. Since AB 339 became effective at the

beginning of this year, HR has analyzed over 600 contracts (approximately 100 per month), which has strained resources internally. Additionally, the County is about to enter multiple negotiations with our unions. Holly will greatly enhance the HR team's ability to meet the needs of the County in three high-impact areas by efficiently providing robust analytical support to our human resources staff.

Impact on Residents and Businesses

There is no direct financial impact on residents or businesses. This agreement will improve the County's ability to support critical classification and compensation and labor relations efforts, supporting the County's overall operations.

Additional Fiscal Information

Annual fees will increase after the Initial Term and any Renewal Term at an amount of three percent (3%). The table below indicates what the total cost will be each fiscal year.

Description:	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	Total
One-time Costs:	$80,000	$80,000	$82,400	$84,872	$87,418	$414,690
CPI Annual Increase 3%	$0.00	$2,400	$2,472	$2,546	$2,623	$10,041
Total Costs	$80,000	$82,400	$84,872	$87,418	$90,041	$424,731

Contract History and Price Reasonableness

The Human Resources Department submitted a justified sole-source procurement request supported by the required documentation, including an approved Sole Source Justification form, the Civic Calling Corporation proposal, and the vendor's sole-source certification letter. The documentation demonstrates that Holly is uniquely positioned to provide the specialized combination of classification analysis, compensation benchmarking, labor agreement analytics, and AB 339 review capabilities required by the Department, and that no other known vendor offers an equivalent integrated solution.

The County of Riverside is being charged the same price point that is well within the range of what peer counties, such as San Bernadino County and Santa Clara County pays for annual license with unlimited users.

ATTACHMENTS:

A. Classification, Compensation & Labor Agreement Analytics Platform Software as a Service (SaaS) Agreement with Civic Calling Corporation.
B. Sole Source Justification #26-200 for Civic Calling Corporation.

Melissa Curtis
Melissa Curtis, Deputy Director of Purchasing and Fleet 6/15/2026

AI-DRIVEN CLASSIFICATION, COMPENSATION & LABOR AGREEMENT ANALYTICS PLATFORM SOFTWARE AS A SERVICE (SaaS) AGREEMENT

between

COUNTY OF RIVERSIDE

And

CIVIC CALLING CORPORATION

JUN 2 3 2026 3.31

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This Agreement is made and entered by and between Civic Calling Corporation, a Delaware corporation, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2031, with the option to renew for up to four (4) additional and consecutive one-year periods by a written amendment signed by the authorized representatives of both parties, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed Ninety Thousand One Hundred Dollars ($90,100.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR

specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Email: HRFinance@rivco.org
or Mail: Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (HRARC-92004-001-06/31); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.

b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per

Government Code, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Agreement on the date specified in the notice of termination; and

(b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at https://www.sam.gov for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (http://www.epls.gov) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. <u>Ownership/Use of Contract Materials and Products</u>

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. Notwithstanding the foregoing, CONTRACTOR retains all right, title, and interest in and to its pre-existing intellectual property, platform, software, methodologies, and general know-how, including any improvements or enhancements thereto developed during the term of this Agreement. COUNTY's ownership rights apply solely to County-specific deliverables created exclusively for COUNTY pursuant to this Agreement.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY

representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate

agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. <u>Subcontract for Work or Services</u>

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. <u>Disputes</u>

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases. Pricing extended to other political entities pursuant to this section may be scaled proportionally to reflect differences in agency size, scope of services, and number of classifications, and shall not require identical pricing regardless of scope. Nothing in this section shall obligate CONTRACTOR to provide services to other political entities at pricing above or below CONTRACTOR's then-current market rate for comparable scope.

14. Non-Discrimination

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE
Email: HRFinance@rivco.org
Riverside County Human Resources
Attn: HR Finance
4080 Lemon Street 7th Floor
Riverside, CA 92501

CONTRACTOR
Email: brendan@hollygov.com
Civic Calling Corporation
Attn: Brendan Hellweg
250 Broadway, 24th Floor
New York, NY 10007

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors,

elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. <u>Insurance</u>

22.1 Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease

with limits not less than $1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. Cyber Liability Insurance:

CONTRACTOR shall procure and maintain Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but

not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

F. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate

(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. <u>General</u>

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall

promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: Karen S. Spiegel
Name: Karen Spiegel
Title: Chair, Board of Supervisors

Dated: JUN 2 3 2026

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Tawny Lieu
Name: Tawny Lieu
Title: Supervising Deputy County Counsel

Dated: 06/15/2026

CIVIC CALLING CORPORATION, a Delaware corporation authorized to conduct business in the State of California

By: Brendan Hellweg
Name: Brendan Hellweg
Title: Chief Executive Officer

Dated: 06/15/2026

By: Cherie Chung
Name: Cherie Chung
Title: Chief Financial Officer

Dated: 06/15/2026

JUN 2 3 2026 3.31

EXHIBIT A

SCOPE OF SERVICES

Holly's platform and services address each functional requirement area outlined in the County's scope of work.

Services Included

- Unlimited user seats and organization-wide access for HR, labor relations, and authorized staff
- Quarterly comparator data refresh aligned to County bargaining and budget timelines, with rapid-turnaround ad-hoc updates at no additional cost
- Unlimited use of all classification, compensation, MOU analytics, and policy analysis tools
- Access to all new Holly features released during the contract term
- Full historical archive of specifications, salary schedules, and MOUs for audit defensibility
- Exportable reports and saved scenarios in Word, Excel, PDF, and CSV formats
- Template and workflow customization to align with County processes

Support

- Direct founder engagement for executive briefings, negotiation strategy sessions, and Board-level materials
- Business-hours support (Pacific Time) with priority response for critical issues
- Quarterly enhancement releases with opt-in sandbox testing
- Site visits and on-site training sessions during implementation and as needed
- Direct contact information for Holly's founding team

Strategic Value

- Replace fragmented tools and manual processes with a single, integrated platform purpose-built for the County's classification, compensation, and labor relations workflows.
- Deliver transparent, defensible recommendations backed by source-verified data and explainable AI methodology—strengthening credibility with bargaining units, leadership, and the public.
- Reduce time spent on manual market research and classification comparison by 60–75%, freeing analysts for higher-value strategic work.
- Centralize MOU intelligence to accelerate negotiations, improve compliance tracking, and support AB 339 analysis within the same platform used for classification and compensation.
- Secure a five-year partnership at a cost well below traditional consulting alternatives, with predictable annual pricing and no hidden fees.

§3.1 – Public Sector Compensation & Benefits Market Intelligence

- Self-service, on-demand benchmarking of salaries, benefits, premiums, special pays, and allowances against selected peer jurisdictions, with interactive dashboards and locality-specific insights.
- Comparator selection tools with transparent, duty-based job matching using Holly's AI-powered similarity scoring—matching on requirements and duties, not just title alone.
- Benefits comparison covering medical, dental, vision, leave, retirement formulas, and employer/employee contribution splits, with total compensation differential reporting.

- Full data provenance: Holly discloses all sources (agency pay plans, MOUs, salary schedules), refresh cadence (quarterly+), QA processes, and methodology. No modeled or survey-derived data—all data is sourced directly from public agency documents.
- Exportable datasets, charts, and narratives in CSV, XLSX, PDF, and Word formats for use outside the platform.
- Presentation-ready briefings auto-generated from platform analyses, formatted for executive and Board-level communication.

§3.2 – Classification Services

- AI-assisted draft generation of class specifications leveraging existing County specs and peer agency standards, with full human editing and iterative refinement capabilities.
- Clarity, completeness, and equity scans that flag outdated duties, dense language, exclusionary minimums, and inconsistencies—with explainable, actionable suggestions.
- Duty-based similarity scoring against Holly's public-sector corpus to validate matches across series and related classifications.
- Classification audit and study support: tools for analyzing internal alignment, processing questionnaire data, and producing study-ready reports.
- Analytics and reporting: benchmark gap analysis, internal equity scoring, and recommended actions with exportable outputs.

§3.3 – MOU/CBA Summarization & Analytics (ChatMOU)

- Bulk ingestion of MOUs and CBAs in PDF, DOCX, and HTML formats with structured extraction of key terms including wages, differentials, overtime rules, leave, benefits, premium pays, allowances, grievance procedures, management rights, and duration.
- Automated plain-language summaries and clause-level search across all ingested agreements, with configurable taxonomies aligned to the County's bargaining unit structure.
- Cross-agreement analytics: overtime method comparators, shift differential analysis, fringe contribution trending, and negotiation intelligence with cost-risk flags and outlier identification.
- Citation-backed outputs with direct links to source clauses for defensibility in negotiations and compliance review.

AB 339 Scope of Work Analysis

Holly's platform supports analysis of service contract scopes of work against County classification data to determine relevant scope matches pursuant to California Assembly Bill 339. This analysis leverages the same duty-based similarity scoring engine used for classification matching, applied to Holly's scope descriptions against the County's classification plan.

Implementation & Onboarding

As an Embedded-tier deployment given Riverside County's scale and complexity, Holly will provide a structured onboarding process designed to deliver value quickly while ensuring comprehensive adoption across the HR team.

Phase	Outcome	Target	Deliverable
Kickoff	Leadership and Holly team aligned on deployment goals, success metrics, and project plan. Key contacts confirmed.	Week 1	Project plan with milestones, staffing, and communication cadence
Configuration	Platform setup with County classifications, salary schedules, benefits data, comparators, and MOUs/CBAs ingested	Weeks 1–6	Configured SaaS environment (production + sandbox)
Champion Onboarding	Process mapping, product requirements, stakeholder mapping. Tailored resources for full team rollout.	Weeks 6–10	Champion users trained; workflows configured to County processes
Go-Live	Full user onboarding; walkthrough of benchmarking, spec editing, MOU analytics, and classification tools. HR team can work independently.	Weeks 10–16	Role-based training (admin, analyst, end-user); live and recorded sessions
Stabilization	Bi-weekly syncs to support real-world use cases. Handoff to Account Management after confirmed self-sufficiency.	2–3 Months	Go-live report, KPIs, and improvement backlog
Ongoing	Quarterly data refresh aligned to bargaining and budget timelines. Enhancement releases with opt-in beta testing.	Quarterly	Updated salary schedules, specifications, MOUs; release notes

Go-live for Embedded agencies follows a two-stage process: a mini go-live with champion users (Weeks 10–12), followed by organization-wide launch within the Classification and Compensation Division (Weeks 13–16) once the champion cohort can support their colleagues. This approach ensures adoption and minimizes disruption to ongoing County operations and projects already in progress.

Data & AI Governance

Holly is designed from the ground up for public-sector transparency and accountability:

- Model transparency: All scoring and recommendations include explainable methodology, source citations, and confidence indicators. Holly does not use opaque survey data or undisclosed models.
- Bias mitigation: Holly's equity scans flag exclusionary minimums, gendered language, and qualification barriers. Processes are tested and refined against diverse classification sets.
- Human-in-the-loop: All AI-generated content is presented as recommendations subject to analyst review. The County retains final editorial and policy authority over all outputs.
- Data lineage & retention: All data is stored in secure, encrypted cloud infrastructure with full audit trails. Retention, deletion, and export capabilities are available on demand.
- AI data handling: Holly does not use customer data to train AI models. All data is processed in closed AI models solely to deliver service features. Administrators may opt out of AI features where available.

Security, Data Scope & Compliance

Holly presents a low security risk profile for local government HR workloads. The platform intentionally limits the scope of data it processes, excluding sensitive personal information such as Social Security numbers, payment card data, or government-issued identifiers. Holly only processes publicly available job and salary data, user-generated prompts, and email addresses and names for login purposes. This minimized data scope reduces both regulatory complexity and overall attack surface.

Infrastructure & Technical Controls

- Holly's production environment is built on SOC 2 Type II–certified cloud service providers, including Supabase (database and authentication), Vercel (hosting and edge infrastructure), and OpenAI (AI capabilities).
- Data is encrypted in transit using TLS and encrypted at rest using industry-standard encryption.
- Role-based access controls ensure only authorized County personnel can access systems and data.
- Regular backups, redundancy, and monitoring are implemented through the underlying cloud infrastructure.

SOC 2 Type II Attestation

Holly currently operates on SOC 2–aligned infrastructure and maintains documented security, incident response, and data protection policies. Holly is pursuing its own SOC 2 Type II attestation with completion targeted for Q3/Q4 2026. In the interim, Holly has completed and passed security risk assessments administered by multiple large California counties and cities, and can provide full security documentation, policy artifacts, and assessment summaries for the County's review.

Operational & Compliance Controls

- Documented Information Security Policy, Password Policy, Privacy Policy, and Incident Response Plan with defined procedures for detection, containment, remediation, and client notification.
- 99.9% monthly uptime SLA with documented business continuity and disaster recovery procedures.
- SAML 2.0 / OIDC single sign-on compatible with County identity providers (e.g., Azure AD).
- WCAG 2.1 Level AA accessibility conformance with completed VPAT/ACR available upon request.
- Full compliance with California Public Records Act (CPRA) transparency obligations, including exportable records and segregation of exempt information.
- All County data remains the property of the County and can be returned or securely destroyed at the conclusion of services, with written confirmation available upon request.

EXHIBIT B
PAYMENT PROVISIONS

Component	Description	Cost
Onboarding	Discovery workshops, configuration, data onboarding, training, go-live support	Waived
Contract Term	5-year agreement, paid annually	5 Years
Annual License	Full platform access: compensation benchmarking, classification services, MOU analytics (ChatMOU), AB 339 analysis, policy tools, unlimited users and reports	$80,000 / Year
CPI Escalator	Annual increases capped at 3%, applied beginning Year 2	Max 3% / Year
Payment Terms	Invoices due within 60 days of receipt	Net 60

Peer Agency Pricing Context

At $80,000 per year, Riverside County secures a full-scope, AI-native platform—including classification services, compensation benchmarking, MOU analytics, and AB 339 analysis.

Date: June 2, 2026

From: Tami Douglas-Schatz, Human Resources Director

To: Board of Supervisors/Purchasing Services

Via: Erik Collier

Subject: Sole Source Procurement, Request for Civic Calling Corporation AI-DRIVEN CLASSIFICATION, COMPENSATION & LABOR AGREEMENT ANALYSTICS PLATFORM

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of $5,000 or more for goods and/or services.

☐ Single Source ☒ Sole Source

Supporting Documents: indicate which are included in the request from the list below.

☒ Supplier Proposal ☒ Supplier Sole Source Letter ☐ Final draft agreement

☐ Final draft Form 11 ☒ H-11 approved by RCIT/TSOC ☐ Grant Agreement

☐ Other: ____

1. Requested Supplier Name: Civic Calling Corporation Supplier ID: *Pending*

   a. Describe the goods/service being requested: Holly is a cloud-based software-as-a-service (SaaS) platform that uses artificial intelligence (AI).

   b. Explain the unique features of the goods/services being requested from this supplier: The platform should be capable of performing analysis of service contract scopes of work against company classification data to determine relevant scope matches pursuant to California Assembly Bill AB 339.

   c. What are the operational benefits to your department? The platform should be purpose-built for public sector HR and labor relations use cases and align with current government accessibility and security standards. Holly will modernize and accelerate classification and compensation (class & comp) workflows, deliver up-to-date market intelligence on public sector salaries, benefits, and special pay, and summarize and analyze labor agreements, including Memorandums of Understanding (MOUs) and Collective Bargaining Agreements (CBAs).

d. Provide details on any cost benefits/discounts.
The platform will accelerate classification and compensation studies, which will help to provide added support to important collective bargaining initiatives. It will also help to streamline the AB 339 review process by allowing current staffing to manage the high volume of review requests that the department is receiving.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

☐ Yes ☒ No

a. If yes, please explain why you are requesting to utilize an SSJ process? N/A

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number)*.

☐ Yes SSJ# _____ ☒ No

a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:
If review is for multiple years, all costs must be identified below:

Description:	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	Total
One-time Costs:	$80,000.00	$80,000.00	$82,400.00	$84,872.00	$87,418.00	$414,690.00
CPI Annual Increase 3%	$0.00	$2,400.00	$2,472.00	$2,546.00	$2,623.00	$10,041.00
Total Costs	$80,000	$82,400.00	$84,872.00	$87,418.00	$90,041.00	$424,731.00

* Additional compenstaion of $43,000 for a total of $467,731

5. Period of Performance: 07/01/2026 – 06/30/2031

Ratify Start Date (if applicable): N/A

Initial Term Start Date: 07/01/2026 End Date: 06/30/2031

Number of renewal options (please provide those options): option to renew four additional and consecutive one-year periods

Aggregate Term/End Date: 06/30/2031

6. Projected Board of Supervisor Date (if applicable): 06/23/2026

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Erik Collier	Erik Collier	6/8/2026
Print Name	**Department Head Signature** (Executive Level Designee)	**Date**

PCS Reviewed:

Arlene Jellison		6/09/2026
Print Name	**Signature**	**Date**

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:

☐ One-time $_____

☒ Annual Amounts reflected in completed chart for Question #4

Total Cost $ 467,731

☐ Aggregate Amount $_____

Stacy Orton	6/11/2026	26-200
Purchasing Agent Signature	**Date**	**Tracking Number** (Reference on Purchasing Documents)