EXHIBIT A

FORM SCOPE OF SERVICES AGREEMENT NUMBER 2024-05
DevIQ

THIS SCOPE OF SERVICES AGREEMENT ("SOSA") is made and entered into this _____day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **DVHP Inc. dba DevIQ**, authorized to do business in Colorado (the "Consultant"). The County and DevIQ are sometimes collectively referred to herein as the "Parties".

      WHEREAS, the County has an active Master Services Agreement with the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

      WHEREAS, the County would like to consolidate all contractual agreements through a Master Services Agreement; and

      NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the Master Services Agreement (MSA), executed between the County and Consultant on November 14, 2023.

2. **SCOPE OF WORK:** All services described in <u>Exhibit 1</u>, attached hereto and incorporated herein, shall be performed by the Consultant.

3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **ONE HUNDRED TWENTY THREE THOUSAND SIX HUNDRED NINETY SIX DOLLARS AND NO CENTS** ($123,696.00) in Fiscal Year 2024, unless a mutually agreed to and approved Change Order is executed. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

4. **TERM:** It is mutually agreed by the parties that the term of this SOSA shall commence as of 12:00 a.m. on **October 7, 2024**, and terminate at 12:00 a.m. on **December 20, 2024**. This SOSA and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

5. **INSURANCE:** The Consultant shall be required to maintain the insurance requirements as stipulated in the MSA between the parties.

6. **COUNTY EXECUTION OF AGREEMENT**: This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

Exhibit 1

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Mill Levy Construction Engagement 5
Scope of Services Agreement

Prepared For

Revision September 19, 2024

Prepared By

Jerry Colwell
Chief Operating Officer
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Contents

Executive Summary

This Scope of Services Agreement (SOSA) describes the effort to assist Douglas County with the Construction Phase of migrating the Mill Levy application from the Out Systems platform to the more standard Microsoft platform. The new application will model the recent architecture used to deliver the Sales Tax and CBOE applications. Working with Douglas County, DevIQ will perform the construction, quality assurance, and deployment of the production application during this Construction Phase.

DevIQ will also provide software development guidance and support to Douglas County staff, aiming to help them mature their internal development process and make future collaborative engagements more efficient.

Mill Levy Current State

The Mill Levy Certification Application was created to streamline the submission of Mill Levies from the Tax Districts to Douglas County Government Budget Director. The process is automated and allows the Tax District Delegate to submit tax levy information from a secure interface into the Mill Levy Certification Application. The Tax District Delegate will have the ability to instantly check and validate tax levy information prior to submission. The Budget Director can then review and certify tax levy data submitted by the Tax Delegate.

The current Mill Levy application runs on Out Systems, a low-code technology Douglas County wishes to retire by mid-2025 and, as a result, needs to be rewritten using standard, maintainable technologies adopted by Douglas County in previous projects.

Proposed Conceptual Architecture
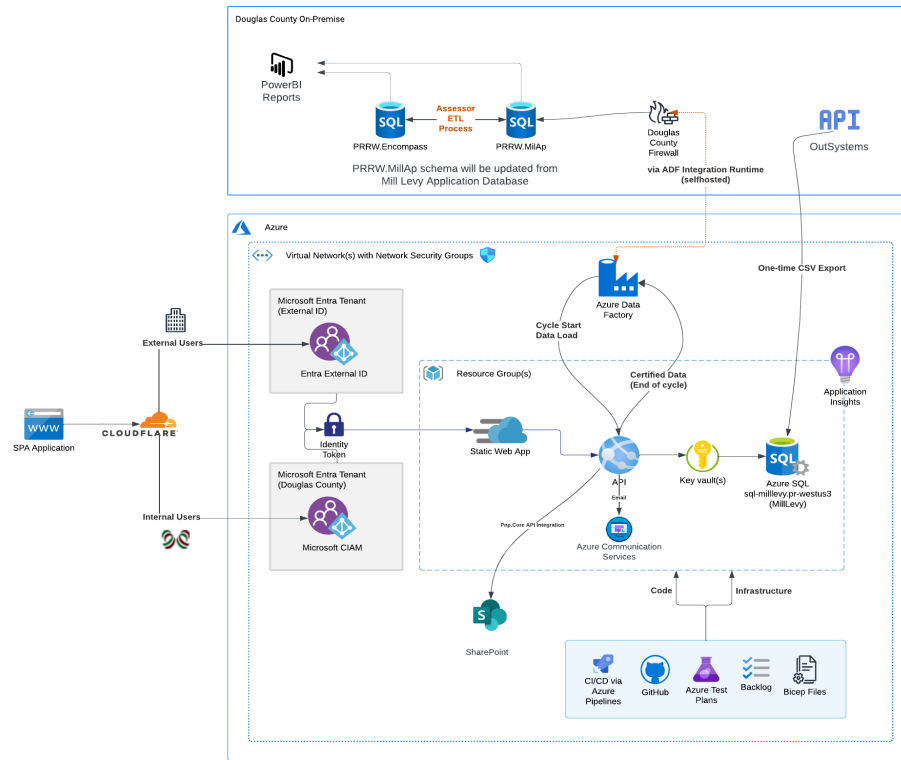
Scope and Approach

The purpose of this SOSA is to perform construction, testing, and deployment activities for the Mill Levy application. The scope of the end solution is based on the current Mill Levy application and the Product Requirements Document (PRD) defined during the Inception phase.

Scope

For purposes of this SOSA, the scope of work is limited to Mill Levy platform migration This includes the following:

- Replace the current Out Systems Mill Levy Application

- Migrate existing Out Systems Mill Levy data to the Mill Levy Azure SQL database environment.

- Integrate with existing Douglas County RealWare-related data leveraging existing and new Azure Data Factory data flow

- Support new State of Colorado reporting requirements related to Douglas County Mill Levy operations.

- Support internal and external personas, including Budget Director (internal) and Tax District Delegates (external)

- Support Microsoft Entra authentication and authorization for both Budget Directors (internal) and Tax District Delegates (external)

- Build, test, and deploy new Mill Levy web application per requirements.

- Demonstrate Agile and DevOps best practices throughout each phase of the project.

- UX/UI enhancements, including accessibility features.

Out of Scope:

Several enhancements to the Mill Levy application were identified during Inception. The list of enhancements may change during Construction.

Work Item Type	Title	State	Estimated Hours	Assigned To	Tags	Iteration Path	ID
Product Backlog Item	Functions - Application Configurations	Draft	4		Admin; Construction	Mill Levy Certification	21715
Product Backlog Item	Manage Districts - Edit modal new field	Draft			Admin; Construction	Mill Levy Certification	22127
Product Backlog Item	Functions - Remove ALL Delegate District Assignments	Draft	4		Admin; Construction	Mill Levy Certification	21887
Product Backlog Item	Data Entry - DC Government - 0001 Action - Edit	Draft	8		Admin; Construction; Delegate	Mill Levy Certification	22010

The successful completion of this SOSA will include:

- Leverage standardization of project management processes and tools developed during Sales Tax and CBOE projects as documented in the SDLC documentation

- Mentoring/coaching of roles and responsibilities related to custom software delivery including PM/Scrum Master, Architect, Tech Lead, QA, and Developer

- Leverage foundational architecture elements, including development environments, DevOps integration, UI framework, and CI/CD pipelines developed during Sales Tax and CBOE projects as outlined in Solution Design documents.

- The approved and completed release of the new Mill Levy Application.

- Azure DevOps backlog and work items are updated per end of project statuses.

- Continued development of Infrastructure as Code (IaC) best practices.

Approach

The overall approach for this project is broken into multiple phases: Inception, Construction, UAT, and Production Release.

Inception

The Inception phase was completed as part of Mill Levy Rewrite SOSA-04 and included the following deliverables.

- Requirements Document (PRD)

- Solution & Technical Architecture and creation of a Solution Design Document

- UX/UI Requirements represented as Wire Frames and Screen Comps

- Data migration and test plan (Douglas County responsibility)

- Document migration and test plan (Douglas County responsibility)

- End to End Test plan

- Estimated Backlog

- Implementation Plan and Project Roadmap

Construction

The construction or build phase of the project is where the software deliverables are created. DevIQ uses an agile development process. The construction phase will be broken down into several 2 weeks sprints. Each sprint will have a sprint plan defining a backlog of work to be completed during the sprint, including creative, development, QA testing (by DevIQ and Douglas County), and weekly status reports to Douglas County stakeholders.

Note: Sprint 0 and Sprint 1 were incorporated into Deviq SOSA-04. Week 1 of Sprint 0 will be completed prior to the start of this SOSA.

Tasks

- Establish a Scrum Team with applicable artifacts and ceremonies, plan backlog iterations.

- Develop and validate new Mill Levy Application according to the planned backlog.

- Automated pipeline/release deployments via Azure DevOps for development and testing environment validation

Deliverables

- Architecture, security, external interfaces, a quality plan, and a development roadmap

- Azure DevOps backlog of work items and a copy of the most recent development resources, including source for the Production system.

- Azure DevOps Test Plans defining the process for validating the new Mill Levy Application.

- Production deployment of a new Mill Levy application, meeting the documented requirements defined in the Product Requirements Document (PRD) developed during the inception phase.

- Enhancements to the SDLC Documentation, as needed.

Elements

1. Single Page Application: React v18.x
2. API: ASP.NET Core .NET 8 C# Web API
3. Database: Azure SQL Server with DapperLib/Dapper
4. Logging: Application Insights
5. UI Framework: Mantine 7.x for ReactJS
6. Internal User Authentication: Microsoft CIAM w/Entra ID
7. External User Authentication via Entra Azure B2C or Entra External ID
8. Document Management: SharePoint using PnP Core SDK | PnP Core SDK
9. Email Services using Azure Communication Services email
10. PDF Generation using Playwright Chromium PDF API

Dependencies

SOSA and project dependencies are defined below:

- Access to and assistance from Douglas County end users, product owner(s) and systems analysts

- Access to and assistance from Douglas County IT team and technical experts familiar with the current Mill Levy application, architecture, and SharePoint

- Access to and assistance from Douglas County System Analysts for requirements clarifications and UAT.

- Technical experts for environment access, configuration, and production support

- End user Documentation is the responsibility of Douglas County.

- User Acceptance Testing is the responsibility of Douglas County, aligned with project schedule

- Timely and thorough feedback during UAT.

- Azure and Document Management infrastructure.

- Dev, test environments (or equivalent) for pipeline/release deployments.

- Sign-off of new Mill Levy functionality prior to production release.

Engagement Team Roles and Responsibilities

In this section, we discuss the points regarding the governance model, the proposed team and its functions and responsibilities.

The **governance model** includes the existence of the following committees:

− Steering Committee – meets every two weeks, aligned with Sprint reviews, as the combined project team deems necessary; includes project sponsors for Douglas County and DevIQ and the Project Manager(s).

− Weekly Status Meeting with the Douglas County and DevIQ project team

The **roles and responsibilities** for DevIQ and Douglas County are defined in the table below.

Roles and Responsibilities

Project Phase	Role	Responsibilities
Construction	DC Project Manager	Project management and reporting per PMO requirements.
Construction	Partner Project Manager	Construction kickoff. Monitor project progress, interfacing with stakeholders and team members, coordinate/run scrum ceremonies, author weekly reports
Construction	Solution Architect	Monitor project progress, interfacing with stakeholders and other team members. Maintain solution/project documentation. Pilot new tech, help overcome technical hurdles
Construction	Data Architect	Ensure Data architecture and integration design are implemented as designed. May also take on hands on development work.
Construction	Infrastructure Tech Lead	Support development activities related to infrastructure
Construction	Development Tech Lead	Lead development effort, ensure adherence to best practices, PR approval, develop according to documented requirements
Construction	QA	QA Validation, Logging Bugs
Construction	Systems Analyst	Product Owner (PO) Functional Unit Testing, Logging Bugs. Work with Product Owner to perform User Acceptance Testing.
Construction	Product Owner	User Acceptance Testing, Sign off on the release to production
Construction	Application / Database Developers	Develop according to documented requirements, submit/review PRs, respond/fix bugs, help prepare for demos, participate in scrum ceremonies, maintain backlog hygiene

Organizational Responsibilities

To support the successful completion of the services provided in this SOSA, Douglas County and DevIQ's ability to perform the Services and provide the Deliverables in a satisfactory and timely manner requires reasonable cooperation between the Parties. In light of such acknowledgment, each Party agrees as follows:

Duties of the County:

- Provide adequate access to key resources associated with any SOSAs.

- Cooperate and provide all the information the County has about the requested Services and Deliverables. This includes written description of desired Deliverables, and all applicable laws, rules, and industry regulations and standards that must be met during the creation, delivery and maintenance of the Services and Deliverables.

- Oversee progress on the Services and Work Product and express any issues or concerns in a timely manner.

- Respond promptly to any Consultant request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for the Consultant to perform Services in accordance with the requirements of this Agreement and any SOSA.

- Provide such materials and other information as the Consultant may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and

- Provide timely and specific feedback on all Services and submitted Deliverables (draft and final), along with any expected next steps, as requested by the Consultant.

Duties of the Consultant:

- Determine the method, details, and means of performing the Services and providing the Deliverables.

- Provide timely responses and communication, including providing feedback and recommendations on and any necessary adjustments regarding the County's inquiries and feedback; and

- Provide the Services and Deliverables in accordance with the applicable SOSA.

Duties of both parties:

- Coordinate any change to this SOSA (whether cost impacting or not) with Project Sponsor and process them using a Change Management Authorization Form, once mutually accepted.

- Collaborate to adjust engagement schedules and re-deploy resources in an expeditious manner in the event of schedule delays that are beyond the control of either party.

- Meet after this engagement to bring to closure the engagement and capture, discuss and resolve any engagement issues that may have arisen.

Project Constraints

Budget and time constraints for the overall engagement.

The following constraints were used to develop the engagement timeline, staffing and budget estimates. Changes to one or more engagement constraints may impact scope, activities, staffing, schedule, or budget. In this case, DevIQ will follow the change request process outlined in the *Change Control Section.*

Constraints	Description
Aggressive Timeline	The target release date is November 22, 2024. Every effort will be made to make the application available to internal users for training and configuration by the final release.
RealWare Data Integration	Existing Azure Data Factory services will be used to ensure the timely and accurate ETL (extract, transfer, load) to/from the Douglas County RealWare database and the Mill Levy application database.
CloudFlare	Proper CloudFlare configuration ensures Budget Director (internal) and Tax District Delegate (external) users are redirected to the correct application path for authentication and authorization.

Timeline & Staffing Plan

SOSA Construction	Resource(s)	Focus Area	Hourly Rate	Hrs	$ Estimate	Construction							UAT/Go-Live		Total Hours	% of Total
						23-Sep	30-Sep	7-Oct	14-Oct	21-Oct	28-Oct	4-Nov	11-Nov	18-Nov		
						S1W1	S1W2	S2W1	S2W2	S3W1	S3W2	S4W1	S4W2	S5W1	Hrs	%
						1	2	3	4	5	6	7	8	9		
Business Analysis/Project Management	Rachna	Analysis/Planning	$185	115	$21,275	15	15	15	15	15	15	15	5	5	115	6%
Business Analysis/Project Management (DC)	Sree	Analysis/Planning	$0	135	$0	15	15	15	15	15	15	15	15	15	135	7%
Architect	EricB	Architecture/Design	$200	45	$9,000	5	5	5	5	5	5	5	5	5	45	2%
Tech Lead	Nate	Architecture/Design	$200	184	$36,800	24	24	24	24	24	24	24	8	8	184	10%
Development	Mariano	Development	$110	296	$32,560	40	40	40	40	40	40	40	8	8	296	16%
Development	Joe	Development	$160	50	$8,000	0	0	10	10	10	10	10	0	0	50	3%
Development (DC)	Robert	Development	$0	216	$0	24	24	24	24	24	24	24	24	24	216	11%
Development (DC)	Matt	Development	$0	272	$0	32	32	32	32	32	32	32	24	24	272	14%
Database Development	Wayne	Database	$0	108	$0	12	12	12	12	12	12	12	12	12	108	6%
Database Oversight	Paul	Database	$0	45	$0	5	5	5	5	5	5	5	5	5	45	2%
QA/Test Engineer	Emi	QA/Test	$100	184	$18,400	24	24	24	24	24	24	24	8	8	184	10%
QA/Test Engineer (DC)	Holly	QA/Test	$0	216	$0	24	24	24	24	24	24	24	24	24	216	11%
UX/UI	Fred	Creative	$190	28	$5,320	8	8	8	4	0	0	0	0	0	28	1%
		Sub-Total		1,894	$131,355	228	228	238	234	230	230	230	138	138	1,894	100%
		Contingency	20%		$26,271							1,618				
		Total			$157,626											
		SOSA Budget*			$123,696											

*The SOSA Budget above reflects the $33,930 of remaining budget from the Mill Levy Inception: $157,626 - $33,930 = $123,696

Note: The estimate and staffing plan does not include one week of Sprint, as it was included in the Mill Levy Inception SOSA. The overall SOSA Budget $114,096 does include one week of Sprint 0 and two weeks of Sprint 1 from the Mill Levy Inception SOSA.

Fees and Expenses

Below are the fees associated with the work outlined in this SOSA:

Project Item	Duration	Structure	Estimate **
Construction Phase	~9 weeks	Time and Materials	$114,096

Resource Rates

Role	Hourly Rate
Project Manager	$185
Scrum Master / Requirements	$185
Architect / Technical Team Lead	$200
Software Dev	$160
Software Dev (Nearshore)	$110
QA / Test Engineer (Nearshore)	$100
UX/UI Lead	$190

This is a good faith estimate of the effort required to accomplish the tasks listed above. If additional work not outlined in this SOSA is required, a fully executed, mutually agreed to change order will be required. Many tasks are done in parallel and are spread across multiple resources.

Pricing Assumptions

- Quoted fees are on a **Time & Materials** basis for the scope, timeline and staffing described herein.
- Douglas County will pay all reasonable travel-related expenses incurred by DevIQ Consultant(s) for this engagement. Travel and related expenses are in addition to the fees above and will be billed monthly at the actual cost.
- This Scope of Services Agreement, is valid only if executed in writing by both parties. Any amendments to the agreement must be in writing and signed by both parties.
- Durations represented are only estimates and do not include any 'breaks' in engagement activities in between phases.
- All fees and expenses in this section are limited to the Maximum Contract liability section 3 in the MSA

SOSA Change Control

Changes are broadly defined as work activities, work products, or deliverables not originally planned for this SOSA. This may include, but is not limited to:

- Douglas County requests changes to scope of work and/or specifications for the Services,

- Non-availability of resources which are beyond either party's control; and/or,

- Environmental or architectural impediments not previously identified.

- Participation in activities not included in the SOSA.

- Rework of completed activities or accepted deliverables.

- Investigative work to determine the impact of major changes.

In the event either Douglas County or DevIQ desires to change this Scope of Services Agreement, the party requesting the change will notify the other party in writing. The change request needs to describe the reason for the change and the effect the change will have on the scope of work and pricing, which may include changes to the deliverables, staffing, schedule and/or budget.

Upon mutual agreement to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request Authorization Form indicating the acceptance of the changes by the parties. Management from both DevIQ and Douglas County must sign the Change Request Form to authorize any change to the SOSA.

Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request Authorization and those set forth in the original SOSA, the terms and conditions of the most recent fully executed Change Request Authorization shall prevail. Notwithstanding the above, in the event of a conflict between the terms of the SOSA, a Change Request Authorization, and the MSA, the MSA will always control.

Payment Terms

Payment of invoices will be governed by the terms outlined in the MSA signed November 14th, 2023.

DevIQ will submit the periodic monthly invoices per the MSA, to Douglas County for all services provided and for travel-related and other expenses. All invoices should include timesheets to support amount billed. All invoices are due within thirty (30) days of receipt.

Scope of Services Agreement Approval

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in counterpart originals by their authorized representatives. Indication of your acceptance of this Agreement will be provided via DocuSign. Upon receipt of this signed SOSA, the Project Manager will confirm your engagement dates.

The undersigned have reviewed this document and approve its contents.

DOUGLAS COUNTY   **DEVIQ**

By:_____   By:_____

Name: _____   Name: _____

Title: _____   Title: _____

Date:_____   Date:_____

UPON ACCEPTANCE OF TERMS AND CONDITIONS, EXECUTABLE DOCUMENTS WILL BE DELIVERED VIA DOCUSIGN.

SAMPLE: Change Request Authorization Form

Change Request No	CO-001
Requester Name	
Requester Company Name	
Date Requested	
Response Requested By	

Change Requested

Estimated Schedule Impact

Estimated Cost Impact

Change Request Approved

The undersigned have reviewed this document and approve its contents.

DOUGLAS COUNTY	DEVIQ
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: