

SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

(the "Amendment") is made and entered into as of _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS** of the County of Douglas, State of Colorado (the "County"), and **AKKODIS, INC.**, authorized to do business in Colorado (the "Contractor") collectively referred to herein as the "Parties".

RECITALS

WHEREAS, the Parties entered into a certain Public Contract for Services dated September 20, 2024, (the "Contract") for work on the ERP system replacement, with a Maximum Contract Expenditure of seventy-five thousand dollars and zero cents (\$75,000.00) for fiscal year 2024 and Term commencing September 23, 2024, and terminating on September 22, 2025; and

WHEREAS, the Parties entered into a First Amendment to Public Contract for Services dated December 18, 2024, to increase the Maximum Contract Expenditure by two-hundred thousand dollars and zero cents (\$200,000.00) for fiscal year 2025 for a new total of two hundred seventy-five thousand dollars and zero cents (\$275,000.00); and

WHEREAS, the Parties now desire to amend the Contract a second time to (i) increase the Maximum Contract Expenditure by two-hundred seventy-seven thousand seven hundred sixty dollars and zero cents (\$277,760.00) for a new total of five hundred fifty-two thousand seven hundred sixty dollars and zero cents (\$552,760.00) to fund the services into fiscal year 2026; (ii) extend the Term through September 22, 2026; (iii) update the scope of services IT team and supervisor; and (iv) update the method of payment recipient of invoices and back-up documentation.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **TWO-HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$277,760.00)** for fiscal year 2025; and **TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000.00)** for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. Section 5 of the Contract is hereby amended to read:

TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **September 23, 2024**, and terminate at 12:00 a.m. on **September 22, 2026**. This Contract 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.

3. Exhibit A is replaced with Exhibit A-1.
4. Exhibit B is replaced with Exhibit B-1.
5. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract and this Second Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Second Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Amendment.

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Exhibit A-1 SCOPE OF SERVICES

Mr. David Sutton shall perform various tasks focused on the Senior Database Developer position description provided below. Mr. Sutton shall provide service primarily in a hybrid model at the County facilities as requested and to be determined on weekly schedule.

DEFINITION OF WORK: The Senior Database Developer acts as a senior member of Software and Data Engineering within Douglas County Information Technology (“IT”) Application Services and is responsible for the overall design, development, test, release, maintenance, and technical support of data and reporting applications to ensure effective data services delivery and support enterprise strategies. This role is also responsible for working with IT Infrastructure Services to ensure server platform and security needs of data and reporting systems are met. In coordination with the IT Project Management Office, Mr. Sutton will assist in defining project scope, requirements, and timeline.

ESSENTIAL DUTIES AND RESPONSIBILITIES: The following examples are illustrative only and are not intended to be all inclusive of the work to be performed by Mr. Sutton.

- Participates in a team-based, agile development environment.
- Adheres to established Douglas County best practices, standards and agreed upon design patterns for data and reporting application development and support.
- Analyzes and understands business users' requirements, clarifying inconsistencies, conflicts, or ambiguities, to effectively develop solutions that meet business needs.
- Responsible for the design, development, test, release, maintenance, and technical support of custom data applications such as data pipelines/ETLs/data processing/APIs.
- Responsible for the design, development, test, release, maintenance, and technical support of data analysis reports and dashboards using Power BI and paginated reports using Power BI Report Builder or SSRS.
- Performs data modelling and database design for data and reporting applications as well as other applications as needed.
- Performs analysis, design and implementation of data migration as needed.
- Participates in design/code reviews.
- Performs SQL Server database administration in the development environment.
- Documents data and reporting application implementations, configurations, and support requirements as needed.
- Creates deployment packages and instructions for releasing data and reporting applications across environments.
- Evaluates techniques and design patterns and makes recommendations that will improve solution delivery.
- Corrects reported incidents on data and reporting applications and releases fixes through the change control processes.
- Creates and maintains application runbooks on the supported data and reporting applications.
- Administers Power BI Online environment including managing security, data gateways, and workspaces.
- Participates in the development and management of governance and frameworks for managing data across the County.
- Performs solution assessment as needed.
- Conducts proof of concept to guide technical implementation as needed.

- Performs other duties as assigned including, but not limited to, participating in projects where their skills are applicable. For example, work on business intelligence efforts, low-code development, and geospatial data management, work with managed services, and vendor management.

SUPERVISION RECEIVED: Mr. Sutton will report and perform duties and responsibilities under the general supervision of the Douglas County IT Manager of Software and Data Engineering, Eric Hoffman. Mr. Sutton is expected to complete tasks with substantial independent judgment.

SUPERVISORY RESPONSIBILITIES: Mr. Sutton will not have direct supervisory responsibilities. Mr. Sutton may function in a lead capacity in collaborating with cross-functional teams.

MINIMUM QUALIFICATION REQUIREMENTS:

EDUCATION and/or EXPERIENCE:

- A bachelor's degree in Computer Science, Management Information Systems or a closely related field from an accredited college or university is preferred.
- Five years of experience in the solution development life cycle for developing and maintaining data processing and reporting applications.
- A combination of experience and education may be considered for a well-qualified candidate.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge:

- Strong knowledge of professional software engineering practices, software quality assurance practices & best practices for the full software development life cycle, including coding standards, code reviews, source control management, build processes, testing, and operations.
- Working knowledge of waterfall and agile methodologies.
- Knowledgeable in data integration and/or data migration design and implementation, data management principles and best practices, and the architecture and design of Business Intelligence solutions.
- Familiar with the design and application of software design pattern.
- Familiar with ITIL for IT Service Management.
- Knowledge of new and emerging technologies related to data management such as data catalog, data lineage, and data quality management.

Skills:

- Proficient in developing solutions using SQL Server, T-SQL, Stored procedures, Azure Data Lake, Azure Data Factory, Master Data Services, SSIS, and SSRS.
- Well versed in developing data models and reports with Power BI and Power BI Report Builder.
- Proficient in performing system and/or integration testing.
- Skilled in scripting using Python and Power Shell.
- Skilled in performing system analysis and design.
- Proficient in using Azure DevOps to manage CI/CD pipelines and artifacts.
- Proficient in source code management using GitHub.
- Competent in planning and managing software quality assurance activities throughout the SDLC to ensure security, reliability, efficiency, and maintainability.
- Proficient in applying critical thinking skills in problem solving.
- Skilled in communicating with functional teams of different technical experience.

Abilities:

- Ability to establish effective working relationships at all levels.

- Ability to work as a part of a team, using both verbal and written communications, to resolve problems, complete project related tasks, and interface to Douglas County departments.
- Ability to clearly document technical configurations and summarize technical information.
- Ability to identify problems, establish facts, correlate data to a series of events, effectively evaluate risk, and develop logical plans of action for implementing and troubleshooting solutions.
- Ability to interpret an extensive variety of technical instructions and environments in written, mathematical or diagrammatic form and understand abstract and concrete concepts.
- Ability to Keep up-to-date technically and apply new knowledge to your job.
- Ability to manage multiple activities concurrently, allocating time to each according to prioritization.
- Ability to adhere to County guidelines and standards and be able to work.
- Strong work habits, organization, and time management skills.

CERTIFICATIONS, LICENSES, & REGISTRATIONS: The County requires successful completion of Mr. Sutton's criminal background check including fingerprinting through a national database.

WORK ENVIRONMENT:

- **Physical Work Environment:** Work is generally performed in a typical office environment. Ability to work beyond scheduled hours and respond to production issues and business needs in a time critical manner is required.
- **Physical Demands:** Sitting for long periods of time. Standing for some periods of time. Talking, hearing, near and far acuity.
- **Material and Equipment Directly Used:** The employee is required to operate a computer, personal mobile device such as mobile phone and iPad or similar, scanner, fax machine, printers, plotters, and large format copier.
- In the event of an emergency/disaster in or near the County, all County employees are expected to make every effort to be available to assist the County Manager, Elected/Appointed Officials and Department Directors to ensure the continued operation of any and all necessary County functions. This may mean being available to perform additional duties and hours beyond what is normally required. In the event that an exempt employee does work more than 40 hours a week in support of County operations during an emergency, such employee may receive overtime or other appropriate wage compensation in accordance with existing County policies or at the discretion of the County.

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Exhibit B-1
METHOD OF PAYMENT

Mr. Sutton agrees to an hourly fee of one hundred and thirty-five dollars and zero cents (\$135.00) for each hour worked, and shall bill the County only for time actually worked. Mr. Sutton must receive preapproval by County's Authorized Representative for any time worked above 40 hours in a week. Further, County, through its Authorized Representative, may establish additional fees and rates, as reasonably necessary, for Mr. Sutton that may be needed to perform work herein. Any work performed by Mr. Sutton, outside of Exhibit A – SCOPE OF SERVICES which results in a change in cost estimates or substitution of materials, requires approval in advance via change control, by County's Authorized Representative. Any such change control shall be subject to the maximum contract expenditure set forth in Paragraph 4 of this Contract unless otherwise agreed upon in writing.

Invoices must be submitted by the 15th of each month after the month in which services are rendered. Consultant shall only invoice once each calendar month. Complete invoices will only use the service names and deliverables listed herein. Failure to submit invoices timely or without required deliverables may result in non-payment. The Department does not receive federal or state reimbursement for delinquent claims. Consultant is encouraged to reconcile their accounts every sixty (60) days to ensure all services and/or deliverables have been invoiced and paid. Delinquent invoices are subject to non-payment. Invoices and back-up documentation may only be sent via secure email to attention of ehoffman@douglas.co.us and cc ITBusinessServices@douglas.co.us. Payment will be made pursuant to Paragraph 6 of this Contract.

CONTRACT TO HIRE OPTION

The County has the option to offer Mr. Sutton a regular full-time position at any time. The negotiation of salary and other benefits for the full-time position is strictly between Mr. Sutton and the County. If Mr. Sutton accepts a full-time position with the County, the County agrees to pay Consultant an appropriate fee for recruiting and conversion according to the base salary accepted by Mr. Sutton and the following Schedule D.

Schedule D:

Calendar Time	Conversion Fee
00 to 90 Days	20% of hiring salary
91 to 180 Days	10% of hiring salary
After 180 Days	No fee

The negotiation of salary and other benefits for the full-time position is strictly between Mr. Sutton and the County. The County agrees to pay a fee per the above Schedule D of the starting salary stated in any employment offer letter to Mr. Sutton.

WARRANTY:

If Mr. Sutton is terminated for any lawful reason from employment with the County within the first thirty (30) days of the employee start date, Consultant will refund the direct hire fee in full payment to the County within 30 days from notice of termination.

If Mr. Sutton voluntarily terminates employment with the County or is involuntarily terminated for cause within the first ninety (90) calendar days of the employee start date, Consultant will provide a prorated refund of the direct hire fee to the County within 30 days from notice of termination.