

## EXHIBIT A

### FORM SCOPE OF SERVICES AGREEMENT NUMBER 2024-02

#### 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 14th, 2023.
- 2. SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by 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 Thirty-Nine Thousand, Three Hundred and Sixty Dollars (\$139,360.00) 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 April 9, 2024 and terminate at 12:00 a.m. on June 30, 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**

# **CBOE Re-platform Engagement 2 Scope of Services Agreement**

Prepared For



**Revision March 26, 2024**

Prepared By

**Don Kasica**

Managing Partner

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## Executive Summary

This Scope of Services Agreement (SOSA) describes the effort to assist Douglas County with the initial Inception Phase of the migration of the CBOE application, from the Java platform to the more standard Microsoft platform. The new application will model the recent architecture used to develop the Sales Tax application. DeviQ will perform the requirements gathering, architecture design and POC during this Inception Phase. The follow-on SOSA will encompass the Construction, UAT and Deployment Phases of this overall effort.

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.

## CBOE Current State

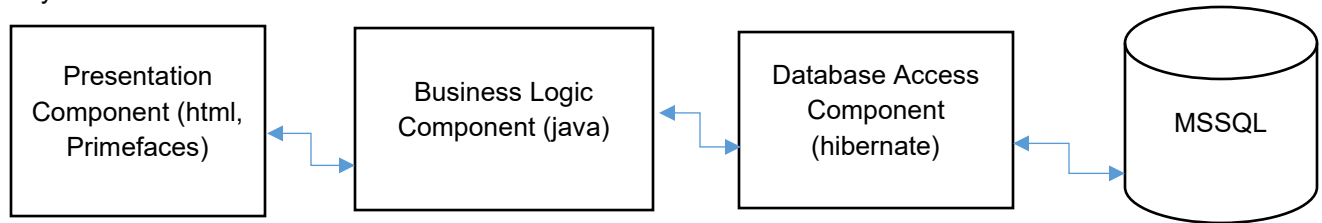
The CBOE application is used to facilitate the appeal process to the County Board of Equalization if petitioners disagree with the Assessor's Notice of Determination. The appeal process usually starts in September and the number of appeals varies each year based on whether it is an odd or even year. Odd years tend to be higher in volume than even years. The legislative process can also impact the volume of appeals each year. In 2020 we had approximately 200 appeals but in 2015 we had closer to 800 appeals. In 2023 - a big tax increase year - the appeals numbered in the 1000s. During this extraordinary increase in demand, we found our ability to respond to requests from the Assessor's office with thoughtful IT solutions/enhancements to the CBOE application was limited by our level of technical debt.

The current CBOE application runs on technologies that are out of support, in the process of being replaced, and/or do not align with our current custom development technology stack which creates resourcing issues. Additionally, Robert Lieou is currently the only developer who can maintain this application. It would be difficult, if not impossible, to find outside help to support this application in its current state. This creates a single point of failure should we find Robert unavailable.

The primary technologies involved include:

- **JBoss Application Server version 10 (aka Wildfly)**  
The front-end components of the CBOE application are developed using Wildfly, the open-source, community-supported version of the JBoss Application Server. Paid commercial support for JBoss is available through Red Hat but not for this older version. Community support focuses on providing bug/security patches and enhancements for the two most current major releases. For context, the current version is v31, and we are at v10. So, we have been out of support for a considerable time and doing an in-place upgrade is not viable or desirable.
- **Java 8**  
The backend code is written in Java 8, with support from Oracle, which ended in March 2022. This presents a significant support problem and is a security liability. Additionally, Java does not align with our strategic technology initiatives, and DC is looking to replace/rebuild all custom applications based on this technology stack.
- **Alfresco**  
Alfresco is the document management component for the CBOE application. It is an aging component with significant support issues that has been slated for retirement/replacement at Douglas County. CBOE's reliance on this product is preventing that from occurring.
- **SQL Server 2016**  
The database for CBOE is currently hosted on-prem in SQL 2016 and is, therefore, not currently a significant issue. However, DC is looking to move on-prem solutions to the cloud and should look to migrate this database to Azure in accordance with our strategic technology initiatives.

This is a web-based application; the front-end uses the open-source Primefaces framework and the back-end is written in Java 7. The purpose of the application is to allow Douglas County staff to manage the CBOE appeal process like scheduling hearings, emailing scheduled letters/final decision letters, just to name a few. For the public, this application allows taxpayers to schedule their hearing online, upload/view any documents and much more.



## **CBOE High Level Process**

When property owners disagree with their property value, there are options available for property owners.

### Assessor Level Appeals

Real property is reappraised by the Assessor's Office every odd-numbered year. The value determined by the Assessor for the year of reappraisal is generally used for the intervening year also. The actual value of real property is based on its value as of the appraisal date, which is June 30 of the year prior to the reappraisal year. The Douglas County Assessor provides several options to appeal property value, but an Assessor-level appeal may only be filed from May 1 to June 8 each year. For more information view the [Appeals Calendar](#).

- Appeal Online
  - The window for appeals is now closed
- Appeal by Mail
- Meet with an Appraiser

### County Board of Equalization

In Douglas County, the Board of County Commissioners (BOCC) sits as the County Board of Equalization (CBOE). A taxpayer may choose to appeal the decision of the Assessor's office to the CBOE. In order to process appeals within the State's statutory time limits, the BOCC appoints hearing officers to preside over hearings and to make recommendations to the CBOE. If you are satisfied with the CBOE decision, the process ends there. If not there are three options: Go to binding Arbitration, Appeal to the Board of Assessment Appeals (BAA), or Go to District Court.

### Abatements

The abatement process enables taxpayers to contest the property taxes billed by a county. The use of an Abatement is required to change tax amounts after the tax warrant is delivered to the Treasurer. The term "abatement" is frequently used to refer to either an abatement or a refund because the abatement petition is used under both circumstances.

### Division of Property Taxation

The Division coordinates and administers the implementation of property tax law throughout the 64 counties. It operates under the leadership of the Property Tax Administrator, who is appointed by the State Board of Equalization (SBOE).

## Scope, Approach and Deliverables

This SOSA's purpose is to perform Inception activities in preparation for the construction of the CBOE application. The scope of the end solution is based on the current CBOE application, and product enhancements are expected to be identified and defined during this Inception phase.

### Scope

During this phase, we will define and confirm requirements to be used during the Construction phase of the project. Working in conjunction with Douglas County stakeholders, we will document and validate the original scope of this SOSA. We will also work with Eric Hoffman to define the Solution Architecture, from the front-end application framework to the API framework and capabilities. Lastly, we will estimate the project construction, UAT, and deployment phases to determine if there is a significant gap with this SOSA. Construction kickoff and construction of the first two sprints.

### Approach

The overall approach for this engagement is broken into multiple phases: Inception, Construction, UAT, and Production Release. This SOSA covers the Inception Phase only.

- **Conduct Grooming sessions** to gather and document requirements in the form of a Product Requirements Document (PRD)
- Create Test Case & Plan
- Create a Solution Design outlining the high-level architecture and technical approach.
- Populate a DevOps backlog with work items to match PRD.
- Estimate and prioritize high-level effort for each work item, enough to support release planning.
- Develop Wire Frames and Screen Comps reflecting the User Experience and User Interface
- Proof of Concept definition and development

### Deliverables

- Requirements Document (PRD)
- Solution & Technical Architecture and creation of a Solution Design Document
- UX/UI Requirements represented as Wire Frames and Screen Comps
- Test plan
- Estimated Backlog
- Implementation Plan and Project Roadmap
- Enhancements to the SDLC Documentation. It will be version 2.

### **Completion Criteria – Definition of Done**

The successful completion of this SOSA will include:

- Solution Design including license needs and associated operational costs approved by ARB
- Product Requirements Document (PRD)

- Data migration plan and data migration test plan
- Document migration plan and document migration test plan
- Construction backlog with estimated effort
- Test plan
- Wireframes and screen-comps representing concepts for construction.
- Adherence to project management processes and tools created during the Sales Tax project, providing a baseline that can be deployed on subsequent projects

## **Dependencies**

SOSA and project dependencies are defined below:

- Access to and assistance from Douglas County end users, product owner(s) and systems analysts throughout the Inception Phase
- Access to and assistance from Douglas County IT team and technical experts familiar with the current CBOE application, architecture, and SharePoint
- Access to technical environments needed to perform this SOSA.

## 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  |
|---------------|-----------------------------------|---|
| Inception     | Project Manager                   | Project management and reporting per PMO requirements. Inception Kickoff. Monitor project progress, interfacing with stakeholders and team members, coordinate/run scrum ceremonies, author weekly reports, prepare/coordinate DevOps backlog creation. |
| Inception     | Solution Architect                | Overall solution design, ensure the Solution Design Doc is complete. Responsible for overall delivery. Identify work items for Sprint 0 activities.   |
| Inception     | Data Architect                    | Data architecture and integration design.   |
| Inception     | Infrastructure Tech Lead          | Review solution design.   |
| Inception     | Development Tech Lead             | Gather/review/author requirements, design solution, estimate effort, prototype new tech   |
| Inception     | Systems Analyst                   | Gather/review/author functional requirements. Develop test plan for Product Owner Functional Unit Testing and User Acceptance Testing.  |
| Inception     | QC Lead                           | Gather/review/author acceptance criteria, build QC test plan  |
| Inception     | Product Owner                     | Provide business requirements   |
| Inception     | Application / Database Developers | Gather/review/author requirements, estimate effort  |

### 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 constraint for the overall engagement.

## Timeline & Staffing Plan

| Staffing Plan                        |            |                     |       |             |            | Inception        |           |           |           |           |           |           |            |            |            | Totals     |            |
|--------------------------------------|------------|---------------------|-------|-------------|------------|------------------|-----------|-----------|-----------|-----------|-----------|-----------|------------|------------|------------|------------|------------|
| Resource(s)                          | Focus Area | Hourly Rate         | Hrs   | \$ Estimate |            | 8-Apr            | 15-Apr    | 22-Apr    | 29-Apr    | 6-May     | 13-May    | 20-May    | 27-May     | 3-Jun      | 10-Jun     | Hrs        |            |
| Business Analysis/Project Management | Rachna     | Analysis/Planning   | \$185 | 200         | \$37,000   | 20               | 20        | 20        | 20        | 20        | 20        | 20        | 20         | 20         | 20         | 200        |            |
| Architect                            | Eric B     | Architecture/Design | \$200 | 100         | \$20,000   | 10               | 10        | 10        | 10        | 10        | 10        | 10        | 10         | 10         | 10         | 100        |            |
| Tech Lead                            | Nate L     | Architecture/Design | \$200 | 180         | \$36,000   | 10               | 10        | 20        | 20        | 20        | 20        | 20        | 20         | 20         | 20         | 180        |            |
| Development                          | Mariano    | Development         | \$110 | 220         | \$24,200   | 10               | 10        | 10        | 10        | 10        | 10        | 40        | 40         | 40         | 40         | 220        |            |
| QA/Test Engineer                     | Emi        | QA/Test             | \$100 | 100         | \$10,000   | 10               | 10        | 10        | 10        | 10        | 10        | 10        | 10         | 10         | 10         | 100        |            |
| UX/UI                                | Fred       | Creative            | \$190 | 64          | \$12,160   | 8                | 8         | 8         | 8         | 8         | 8         | 4         | 4          | 4          | 4          | 64         |            |
| <b>Total</b>                         |            |                     |       |             | <b>864</b> | <b>\$139,360</b> | <b>68</b> | <b>68</b> | <b>78</b> | <b>78</b> | <b>78</b> | <b>78</b> | <b>104</b> | <b>104</b> | <b>104</b> | <b>104</b> | <b>864</b> |

## Fees and Expenses

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

| Project Item    | Duration  | Structure          | Estimate ** |
|-----------------|-----------|--------------------|-------------|
| Inception Phase | ~10 weeks | Time and Materials | \$139,360   |

## Resource Rates

| Role                            | Hourly Rate |
|---------------------------------|-------------|
| Project Manager                 | \$185       |
| Scrum Master / Requirements     | \$185       |
| Architect / Technical Team Lead | \$200       |
| 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, if unexecuted, is valid for 30 days. After 30 days, DevIQ reserves the right to reassess the scope, timing, and pricing due to possible changes in the Douglas County environment and/or resource availability.
- 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.

## Payment Terms

Payment of invoices will be governed by the terms outlined in the MSA signed November 14<sup>th</sup>, 2023, and per the milestone invoice schedule above in the Fees and Expenses section.

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

Payments should be sent to:

# 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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A: Inception Activity Summary

| Product Requirements Document |                   |   |
|-------------------------------|-------------------|---|
| Group                         | Type              | Comments  |
| Grooming Session              | Business Analysis | Prep time for project kickoff, workshops, requirements workshop |
| PBI Description               | Business Analysis | Backlog build-out   |
| PBI Acceptance Criteria       | Business Analysis | Backlog build-out, PO review                                    |
| Construction Estimate         | Business Analysis | Backlog build-out   |

| UX/UI                   |          |  |
|-------------------------|----------|--|
| Group                   | Type     | Comments   |
| Property Owner          | Creative | Persona Wireframes & Screen Comps, currently unauthenticated |
| Property Owner Delegate | Creative | Persona Wireframes & Screen Comps, currently unauthenticated |
| Referee                 | Creative | Persona Wireframes & Screen Comps                            |
| Admin                   | Creative | Persona Wireframes & Screen Comps                            |

| Architecture        |              |   |
|---------------------|--------------|---|
| Group               | Type         | Comments  |
| Front End           | Architecture | Assuming new UI (using SalesTax pattern)  |
| Back End            | Architecture | New APIs? Do any exist today  |
| Database            | Architecture | Are we using the existing database? Does existing data adhere to business rules/model, structured reference data? Data validation |
| Document Management | Architecture | SharePoint Online vs On-prem? Permissions, workflow. PDF generation   |
| Workflow            | Architecture | PowerAutomate, LogicApps  |
| Migration           | Architecture | Data and document migration   |
| Other Integrations  | Architecture | Tokenized email, Excel, etc.  |
| DC IT Integration   | Architecture | laC, networking, etc.   |
| Identity Management | Architecture | Entra + B2C, Auth0, can we get access to DC Entra?  |
| Calendaring         | Architecture | Plug-in, 3rd party tools, UTC vs. local   |
| ETL                 | Architecture | Data transfer to/from internal DC databases   |
| Compliance          | Architecture | PII protection  |

| POC                 |             |  |
|---------------------|-------------|--|
| Group               | Type        | Comments   |
| Identity Management | Development | Entra + B2C, Auth0, can we get access to DC Entra? |
| Email Integration   | Development | MailGun, tokenize, tracking, etc.                  |
| Calendaring         | Development | Plug-in, 3rd party tools, UTC vs. local            |
| Workflow            | Development | Logic Apps, Power Automate                         |

| <b>Quality</b>  |             |                              |
|-----------------|-------------|------------------------------|
| <b>Group</b>    | <b>Type</b> | <b>Comments</b>              |
| Test Plan       | QA          | DevOps Test Cases, PO review |
| Test automation | QA          | Automating integration tests |

| <b>Process</b>    |              |                                     |
|-------------------|--------------|-------------------------------------|
| <b>Group</b>      | <b>Type</b>  | <b>Comments</b>                     |
| SDLC Enhancements | Architecture | Documentation, UAT process, Go-Live |

| <b>Implementation Plan</b> |                    |   |
|----------------------------|--------------------|---|
| <b>Group</b>               | <b>Type</b>        | <b>Comments</b>   |
| Project Roadmap            | Project Management | Estimated backlog, Test Cases, Resource Plan, Timelines |