

EXHIBIT A
SCOPE OF SERVICES AGREEMENT NUMBER 2024-04
Circular Edge, LLC

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 **CIRCULAR EDGE, LLC**, authorized to do business in Colorado (the “Consultant”). The County and Circular Edge, LLC, are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County has an active Master Services Agreement (MSA) dated November 15, 2022 for 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 MSA, executed between the County and the Consultant on November 21, 2022.
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 TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00)**. 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 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 12:01 a.m. on **December 1, 2024**, and terminate at 11:59 a.m. on **November 30, 2025**. 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. **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.



JD Edwards EnterpriseOne Functional & Development Support SOW#04

Tuesday, October 22, 2024

Prepared by:

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Confidential

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1. Executive Summary

This **Statement of Work #03** (SOW#03) has been developed by Circular Edge, LLC (“Circular Edge” or “CE”) for **Douglas County** (“COUNTY”) to receive **Smart Help Functional and Development Support Managed Services** for its JD Edwards (JDE) EnterpriseOne (E1) environment. The **goal of this engagement** is to supplement the **COUNTY’s E1 support team** with an **extended pool of resources**, including Finance & Budgeting, HR & Payroll, Purchasing Analysts & Developers– so the **COUNTY can mitigate against turnover, focus on E1 efficiency & improvement projects, establish better application process documentation for onboarding & reduce incident rates while tapping into a broader pool of resources for on demand help.**

2. About Circular Edge

Started in 2003, CE is a **3x award winning JDE consulting company** having been **recognized by the Oracle JD Edwards Product Team** for continuously **Delivering & Showcasing Customer Success** in 2017, 2019 & 2020/2021. We understand change is constant and the best way to support our customers’ success is to care for their present needs. Through **Smart Help Support Managed Services** our customers have the flexibility to utilize hours across multiple areas and to tap into a direct staff of 300+ technical & functional resources. CE customers include El Paso County CO, Denver Water, Sound Transit & Alaska Railroad.

3. Engagement Scope

- **Functional Areas:** Finance & Budgeting, HR & Payroll, Purchasing, Treasury
- **JDE Modules:** Finance (AR/AP/GL/FA), Budgeting, HCM/HR & Payroll, Purchasing
- **HR & Payroll support** will be provided until March 2025 after which the resource hours will be allocated towards Finance and Budgeting modules.
- **Primary & Backup Resources Included:** Finance & Budgeting, HR & payroll, Purchasing Analysts
- **JDE Development**
- **Annual Support Period** (12 Months)
 - Assigned Primary & Backup Resources, Coverage 3 AM to 6 PM Mountain Time

4. Service Location & Hours

- Support Team includes Account Manager, Functional Leads, additional resources across US & India
- Support activities to be performed remotely (Resources based remotely and out of US & India facilities)
- Whenever agreed that a resource should travel onsite, travel & expenses billed on actuals with CE resources following County travel policy and guidelines
- Support Coverage is per the SLAs described in the following section

5. Service Level Agreement (SLA)

Proposed Service Response Times

Problem Severity	Response Time 3 AM to 6 PM (MT) Weekdays
Severity 1	< 1 Hour
Severity 2	< 2 Hours
Severity 3	< 4 Hours
Advisory	<Best Effort

Proposed Severity Rating Guidelines

Type	Description
Severity 1	<ul style="list-style-type: none"> A major service/application is unavailable and the COUNTY is unable to operate. Examples include: County unable to process payroll, unable to process W2/1095 The issue, if not quickly resolved or replied to, may result in a serious loss for the company or will create a service or system unavailable situation.
Severity 2	<ul style="list-style-type: none"> Severe impact on day-to-day activities affecting multiple users. Examples include: Jobs ending in error, unable to access applications/menus, jobs in wait indefinitely, cannot process AP checks or 1099s Experiencing intermittent failures
Severity 3	<ul style="list-style-type: none"> No immediate or minor COUNTY impact and workaround exists Single user impacted A new feature fails to work, but no one is dependent on the feature yet All problems on non-production systems, such as test and development environments

*Guidelines above provided as recommendations. Issue severity levels determined by COUNTY.

6. Assumptions

COUNTY to provide all required connections & credentials needed for delivering effective support, including Teams access, ideally with Circular Edge email IDs for designated resources.

7. Resource and Monthly Hours Availability

Resource Type	Monthly hours Available
1. Finance & Budgeting, HR & Payroll, Purchasing, Treasury	80 Hours

- Minimum time for all general tasks will be 30 minutes.
- CE and COUNTY are identifying tasks to optimize as part of ongoing support and will identify other repeatable tasks that can be completed in less time, and a separate minimum time category will be provided for those designated tasks.

8. Contract Period & Dates

Period: Twelve Months

Start Date: December 1st, 2024

End Date: November 31st, 2025

Auto-Renewal(s): The term of this Order is one (1) year from the Effective Date (“Order Term”) unless earlier terminated as set forth in this Order or the Agreement. Thereafter, subject to COUNTY’s appropriation of funds for the applicable year, this Order shall be renewed for two (2) successive 12-month periods. COUNTY can terminate agreement with written notice no less than 90 days prior to the next renewal start date.

9. Production Support Pricing (USD)

Total Estimated Support Coverage Costs for 12 Months

	Annual Hours		Rate / Hour	Annual Total
TOTAL	960		\$125	\$120,000 USD

- The overage rate is an additional \$10/Hour.

Rate Card for Projects

Onshore Resources

Resource Type	CNC Architect	Technical Developer	Technical Architect	Functional Analyst	Architect/Lead/PM
Rate / Hour	\$150	\$135	\$150	\$150	\$150

Offshore Resources

Resource Type	Technical Developer	Technical Architect	Functional Analyst	Architect/Lead/PM
Rate / Hour	\$50	\$55	\$65	\$65

10. Roll Over Hours

Unused hours for a given month will be rolled over to the next month with:

- Unused hours being applied after current month’s block of hours have been consumed.
- Unused hours being used toward activities that are defined within this scope.
- Unused hours at end of term roll over into next contract period at 25% with same terms.

Should COUNTY request unused hours to be reallocated toward other projects not covered in this scope, applicable hours are converted based on the above rate card and/or then applicable rates.

11. SOW Modifications & Other Projects

Any changes to this SOW#03 or additional projects will require a separate Amendment or SOW. These may include increasing hours, coverage windows, adding or removing support skills, modifying scope, as well as conducting upgrades, audits, migrations and onsite engagements, etc.

12. Ticketing and Reporting

All ticketing for Smart Help will be done either through COUNTY or Circular Edge ticketing system. Monthly reporting on utilization and ticket details will be provided.

13. Invoicing & Payments

COUNTY invoiced monthly. Payment terms are net 30 Days. Circular Edge Tax ID #20-0261745. Subject to § 5 of the MSA.

14. Service Quality and Rate Protection

In order to ensure delivery of quality support services and SLAs, the contracted resource rates will be reviewed annually and may increase up to 3% or based on Consumer Price Index.

15. Smart Help's Mutual Promise

This **Smart Help** SOW#03 is flexible and elastic by design. At the core of [Smart Help](#) there has always been and will continue to be the ability to expand and contract skills, resources and services as demands of COUNTY and/or industry change.

In the future should COUNTY need to adjust the terms defined within this SOW, Circular Edge will strive to be flexible and elastic to support the success of Douglas COUNTY. Circular Edge asks the same, should there be a time in the future when CE needs to adjust the terms, that each party might work together toward a common solution that supports the success of each other's organization.

Smart Help. **#Flexible** **#Elastic** **#Freedom** **#Happiness**

JD Edwards	Oracle CX	Third Party Products	Development	CNC Basic Tasks	SQL Admin Tasks
Sales & Distribution Manufacturing Finance / HCM Real Estate / AREF Deal Flow Automation Warehouse Mgmt Transportation Mgmt Health & Safety Incident Mgmt Apparel Mgmt Inventory Management Cycle Counts Lot / Serial Automation Chart of Accounts Capacity Planning VCP / ASCP EDI Design Localizations (GST, VAT) Financial Reporting Multi-Currency Business Process Improvement (BPI) QA, SOX, 1099s, & Much More	Sales Cloud CPQ Cloud Marketing Cloud / Eloqua ATG Web Commerce Service Cloud Tailored Workflows Integrations Blueprint Reporting & Dashboards SSO & Security Upgrade Cycle Support & Much More	Smart Scheduler JDESign AtomIQ AutoXCHNG DSI / RFSmart Insight/Hubble ReportsNow Cognos / Business Objects Vertex / Avalara Essentio Canon EIP Create!Form / Optio / Transform All Out Security/Q Soft Snap POS/Snap Pay ERP2Web TIDAL Scheduler Automic Scheduler (AppWorx) Everest Single Sign-On Admin, Monitoring Troubleshooting Level 1, 2, 3 Support & Much More	C++ Java/.NET Web Services Business Services (BSSV) FDA/RDA Financial Report Writer Retrofitting Interfaces / Integrations SOAP / REST API Business Functions Workflow Modeler Page Composer E1 Pages / Cafe1 IoT / AIS MAF / MAX / Mobile JET / ADF BML QA / Scripts ETL Tools JavaScript JSON, APEX Groovy, PHP SSO & More	User Security and Administration OMW Promotions, Package Builds & Deployments System Monitoring Job Monitoring Proactive/Preventive Maintenance Level 1 Troubleshooting ESU Application	User & Security Admin Backup Monitoring Backup & Restore Performance Monitoring Index Reorg & Maint
	Other Oracle OBIEE / BI Cloud HCM Cloud EPM Cloud / Hyperion BI Publisher OATS Fusion Middleware / ICS Identity & Access Management VCP, ASCP & Much More			CNC Advanced Tasks Apps & Tools Upgrades Lift & Shifts, Migrations Environment Creation Data Refreshes Server and Database Migrations Performance Tuning Level 2 & 3 Troubleshooting Capacity Planning System Audits	AS400 Admin Tasks User & Security Admin Job / Print Queue Mgmt Backup Monitoring and Tape Management System Monitoring Capacity Planning MIMIX Monitoring
					Oracle Admin Tasks User & Security Admin Tablespace & Backup Monitoring and Management Database Export / Import DBMS Scheduler Tasks Alert Log Monitoring Dataguard Monitoring

[SIGNATURES INTENTIONALLY CONTINUED ON NEXT PAGE]

16. Statement of Work Acceptance

This **Statement of Work #03** is issued as of October 22nd, 2024, for consulting services to be provided by Circular Edge to COUNTY. The signatures below indicate acceptance and provide authorization for Circular Edge to proceed with the assignment as outlined in this Statement of Work.

This Statement of Work is governed by the terms and conditions noted in the Master Services Agreement (MSA) signed by Circular Edge and COUNTY.

	CIRCULAR EDGE, LLC		DOUGLAS COUNTY
By:		By:	
Print Name:	sAchin cHoudhari	Print Name:	
Title:	CEO	Title:	
Date:		Date:	
Address:	399 Campus Drive, #102 Somerset NJ 08873	Address:	