

EXHIBIT A

SCOPE OF SERVICES AGREEMENT NUMBER 2025-04 (SOSA)

Computronix, Inc. – Application Sustainability Services

THIS SCOPE OF SERVICES AGREEMENT (“SOSA”) is made and entered into this _____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **COMPUTRONIX (U.S.A.), INC.**, authorized to do business in Colorado (the “Consultant”). The County and the Consultant are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County has an active Master Services Agreement dated July 16, 2024, (MSA) with the Consultant to perform services for the County governed and executed through Scope of Services Agreements; and

WHEREAS, the County would like to engage Consultant to provide consulting services for timely support of issues related to County specific configurations, high-priority business sustainability needs, support of the POSSE in-house configuration team, and other priority services; and

WHEREAS, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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 Parties.
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 **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)**. 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 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 12:01 a.m. on **February 24, 2025**, and terminate at 12:00 a.m. on **December 31, 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.

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Exhibit 1

Scope Of Work

BACKGROUND

The POSSE product suite is a large, integrated software suite extensively utilized by the Department of Community Development and the Department of Public Works Engineering for managing the workflow for a broad range of jobs. These workflows that were developed are configured to meet the specific business needs of the County using the low-code POSSE platform tools. The software platform is designed to allow configuration updates as business processes change.

There is a SOSA in place, within the same MSA, that covers support for the core product platform, along with annual licensing. That agreement does not cover site-specific configuration changes, which are covered under warranty for 60 days after County acceptance. This SOSA will address issues/changes as needed to these site-specific configurations along with support for some other items as called out below.

PROFESSIONAL SERVICES

This Scope of Work sets forth the professional services Consultant shall perform under this agreement. The Consultant shall work with the County to provide consulting services to support implementation of feature sets, specifically around the POSSE suite of modules and application integrations, along with analysis work to help clarify approach and design for future project work. Product backlog items assigned to Consultant will be clearly tagged as an “Application Sustainability” item to allow proper tracking of invoices against deliverables identified as part of this SOSA.

Guidelines

This Scope of Work is based on the following key guidelines:

- All work shall be pre-approved by County Authorized Representative.
- County staff with key business domain knowledge will be available as needed throughout the request.
- Consulting staff shall perform services at County facilities as deemed necessary by the County Authorized Representative. Remote access to the County’s network will be provided to Consultant staff.
- Consulting staff shall be experienced in POSSE configuration including site-specific configurations for the County domain and can complete requests with minimal supervision.

Primary Deliverables

The following captures the primary deliverables that Consultant will be engaged to deliver:

- POSSE product suite configuration set
- Support for integrated external applications
- Updates to support directly integrated modules
- Technical analysis documentation
- Project analysis and proposal documentation
- Troubleshooting and resolution of site-specific configuration issues

Exhibit 2

Method of Payment

Consultant Services

Consultant agrees to a fee structure as set forth in the Master Services Agreement – Exhibit B, Computronix Consultant Services. The hourly rate for this Scope of Work is established at one hundred eighty-eight dollars and zero cents per hour (\$188/hour).

This agreement includes the following assumptions:

- All time spent on Douglas County identified work items shall be logged in the Computronix time-tracking system and invoiced monthly. Time-tracking shall be identified against specific work items in the backlog.
- Work hours are defined as remote or onsite effort that is directly related to County work assignments, including meetings, phone calls, sending/reading emails, infrastructure set-up, and travel time beyond the employee's normal commute.
- Travel between Computronix and County offices is considered work time. Travel time beyond the employee's normal work commute shall be considered work time, if the employee is traveling between his/her home and County offices. Travel costs (i.e., mileage reimbursements) are embedded in the engagement rate.

Consultant shall provide invoices to the County, attention County Authorized Representative.

At no time shall the Consultant invoice the County for items in either Exhibit 1 or 2 in an amount that would exceed the Maximum Contract Liability in the amount of sixty thousand dollars and zero cents (\$60,000.00) allowed as specified in Section 3 of this SOSA. Such changes in scope would require either a new SOSA or an amendment to this SOSA.