EXHIBIT A
SCOPE OF SERVICES AGREEMENT 2025-06
Computronix, Inc.

THIS SCOPE OF SERVICES AGREEMENT ("SOSA") is made and entered into 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, INC.,** authorized to do business in Colorado (the "Consultant"). The County and Consultant are sometimes collectively referred to herein as the "Parties".

WHEREAS, the County has an active Master Services Agreement executed on July 16, 2024, (the "MSA") with the Consultant to perform services for the County governed and executed through SOSA; and

WHEREAS, the County would like to renew the licenses and the annual support services of the POSSE Suite of applications; 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 County and Consultant.

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 nine thousand two hundred sixty-eight dollars and zero cents** ($109,268.00). 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 **September 23, 2025**, and terminate at 11:59 p.m. on **September 22, 2026**. 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.

(Remainder of Page Intentionally Blank)

EXHIBIT 1
Annual Product Support Agreement

Between:

Douglas County ("COUNTY")

and

Computronix (U.S.A.), Inc. ("CONSULTANT")

1. DEFINITIONS

1.1 **Add-On Module** – additional functionality that extends core POSSE features. Add-On Modules may be added to POSSE to permit additional functionality. Each Add-On Module is fully supported and has its own release cycle separate from the POSSE product release cycle. Examples of Add-On Modules include POSSE Ad Hoc, POSSE Archival Document Database and POSSE Mobile.

1.2 **Agreement** – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

1.3 **Annual Support Services Fee** – the annual fee payable by COUNTY to CONSULTANT for the support services provided by the CONSULTANT under Sections 4 and 5 of this Agreement.

1.4 **Annual Support Services Fee Percentage** – the percentage of the one-time perpetual POSSE software license fee used to determine the amount of the initial Annual Support Services Fee for all licensed POSSE software.

1.5 **Business Module** - a pre-existing set of Configurations that extends POSSE by providing functionality specific to a business area. Examples of Business Modules include POSSE LMS – Business & Professional Licensing, POSSE LMS – Permitting & Inspections, etc.

1.6 **Configuration(s)** – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of COUNTY, together with the resulting set of configured POSSE business processes. For greater certainty, Configuration includes both basic Configuration using the POSSE Stage point and click subsystem, as well as advanced Configuration using PL/SQL, .NET and/or Python code to enable advanced POSSE capabilities.

1.7 **Defect** - a program error that will cause POSSE to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of POSSE as delivered to COUNTY, but do not pertain to subsequent errors brought about by Infrastructure changes made by COUNTY or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to POSSE, or to problems arising from POSSE Configurations not developed by CONSULTANT.

1.8 **Infrastructure** – the physical wiring, network, hardware and software necessary to deploy and operate POSSE. Infrastructure also includes any workstation/notebook/tablet hardware and software, web or applications servers, wireless service providers, and other peripheral hardware or software used by POSSE, including Third-Party Software.

1.9 **POSSE**® – refers to a modular, web-based regulatory workflow management system that combines configurable workflow, mapping, electronic documents, and remote computing technologies into a single integrated database. POSSE includes "Toolbox" stored procedures and documentation that comes with the POSSE software.

1.10 **Release** – any version, point, or maintenance release to POSSE issued by CONSULTANT.

1.11 **Site-Specific Configuration** – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for COUNTY.

1.12 **Statement of Work (SOW)** – a document that describes the implementation services, software products, and other deliverables to be provided by CONSULTANT (including its subcontractors if applicable) to COUNTY.

1.13 **Third-Party** – a person, corporation, organization or entity other than COUNTY or CONSULTANT.

1.14 **Third-Party Software** – any identifiable product embedded in and/or linked to POSSE software at COUNTY's site, but to which the proprietary rights belong to a Third-Party.

2. SERVICE AND SUPPORT FEES

2.1 The Annual Support Services Fee for the services specified in Sections 3 and 4 of this Agreement is identified in Section 6 and is based on the current POSSE software (including Add-On Modules and Business Modules) licensed by COUNTY. If additional POSSE software licenses are purchased, the Annual Support Services Fee will be adjusted to include the support fees for such additional licenses, based on the current prevailing Annual Support Services Fee Percentage in place at the time of such purchase.

2.2 COUNTY agrees to remit payment to CONSULTANT within 30 calendar days of receipt of the invoice.

3. CONSULTANT CORE SUPPORT SERVICES

3.1 CONSULTANT agrees, during the term of the executed MSA and SOSA, to provide POSSE support services in a timely and professional manner. CONSULTANT will provide unlimited technical support for COUNTY's POSSE support personnel described in Section 5.2 of this Agreement. Support pertains to POSSE, POSSE Business Modules and/or POSSE Add-On Modules (if licensed).

3.2 The POSSE Support Web site (http://posse.computronix.com) will be available 24 x 7 for submitting COUNTY support requests. The POSSE support desk will be staffed from 7:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding statutory holidays. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates to be negotiated between the Parties.

3.3 When COUNTY submits a support request through the POSSE Support Web site (http://posse.computronix.com) during normal Computronix hours for support, as specified in Section 4.2 of this Agreement, CONSULTANT and COUNTY will categorize, and CONSULTANT will escalate as appropriate, the support request according to the following criteria:

Severity	Definition	Response Time	Response Process
Critical	COUNTY site is down. Major impact to operations of COUNTY site.	< 15 min	Immediate and ongoing effort, with continuous reporting to COUNTY until a work-around or fix has been provided.
High	Major impairment of at least one important function at COUNTY site. Operations at COUNTY site are impacted. All important COUNTY functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to COUNTY as necessary until a work-around or fix has been provided.

	COUNTY Operations not significantly impacted. One or more minor COUNTY functions not working. Major usability irritations impacting many staff at COUNTY.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by CONSULTANT.
Low	Minor usability irritations. Work-around exists.	< 2 working days	Proceed with fix as low priority work, according to schedule set by CONSULTANT.

3.4 The Annual Support Services Fee does NOT include technical support for Third-Party Software not embedded within POSSE, such as operating system software and Microsoft Office products. Technical support for POSSE related Third-Party hardware that may be used by COUNTY, including field inspection notebook computers, tablets, smartphones, digital cameras, scanners, printers, digital signature pads, and other hardware peripherals is not included.

3.5 In the event that CONSULTANT has sold Third-Party licenses to the COUNTY, CONSULTANT will be responsible for researching and diagnosing the issue and, if proven to be a POSSE product issue, for fixing it, or if proven to be a Third-Party product issue, for submitting the issue to the Third-Party.

3.6 CONSULTANT will not begin charging COUNTY for resolution of a non-POSSE related problem until CONSULTANT demonstrates to COUNTY that the source of the problem is not related to a POSSE Defect and COUNTY has authorized work to resolve the issue. No time will be charged to COUNTY for POSSE Defects reported to CONSULTANT.

3.7 CONSULTANT will provide all new POSSE software Releases or releases to an Add-on Module to COUNTY at no additional cost. A new Release may include POSSE executable code, Release notes, updated documentation and/or online help, and database conversion routines, as needed. CONSULTANT will retain full ownership rights to any POSSE software Release or Add-on Module release delivered to COUNTY. If requested by COUNTY, CONSULTANT may provide services to implement a new POSSE Release or Add-on Module release under the terms and conditions contained in Section 7 AVAILABLE CONSULTANT PROFESSIONAL SERVICES.

3.8 Unless otherwise specified, POSSE product warranty and support activities will be conducted at and deployed from CONSULTANT offices. Travel and living expenses to provide on-site services deemed by CONSULTANT as required to repair a POSSE Defect will not be charged to COUNTY.

4. **COUNTY OBLIGATIONS AND RESPONSIBILITIES**
Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of COUNTY:

4.1 <u>Infrastructure Support</u> – COUNTY is responsible for installing, testing, and supporting its Infrastructure, and for ensuring a stable operating environment documented as compatible with POSSE software. COUNTY is responsible to ensure that maintenance and support is contracted with applicable Third-Party hardware and software vendors. Responsibilities include: maintaining current virus protection software and installing all "critical" operating system upgrades; managing Third-Party Software products on infrastructure not related to POSSE that may interfere with the operation of POSSE; managing the local Internet Service Provider (ISP) providing COUNTY its Internet connection and/or its wireless service; managing its own networks; and implementing its own security policies and procedures.

4.2 POSSE Support – COUNTY is responsible for providing first-line POSSE support to COUNTY staff. First-line POSSE support is responsible for researching issues and assessing if they are the result of a POSSE Defect. COUNTY will identify a limited number of COUNTY staff entitled to submit POSSE support requests.

4.3 Installation and Deployment – COUNTY is responsible for installing and testing new POSSE Releases at COUNTY's site, for communicating POSSE changes to COUNTY staff and external internet users, and for providing required training and support to COUNTY staff and external internet users.

4.4 Database Operations – COUNTY is responsible for on-site operational support of the POSSE database server(s) and for providing POSSE database administration. Tasks include performing POSSE system backups, system restarts, and providing on-site troubleshooting assistance for CONSULTANT staff.

4.5 Third-Party Software Licenses – COUNTY is responsible for acquiring software licenses and upgrades for any Third-Party Software required by CONSULTANT to complete its responsibilities under this Agreement. COUNTY will be responsible to ensure that software maintenance and support is contracted with the respective Third-Party vendors.

4.6 Future Releases – COUNTY acknowledges that future Releases of POSSE software may require different or additional equipment and/or software in order to function properly. CONSULTANT is required to provide COUNTY with sufficient notification of such requirements. COUNTY will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

4.7 Remote Access – COUNTY will provide CONSULTANT with the means to electronically connect to the COUNTY's POSSE environment, including production, test and development databases, to enable software transfers and remote troubleshooting. At a minimum, remote access provided by the COUNTY shall support web conferences hosted by CONSULTANT. Remote VPN access should be available to CONSULTANT at the time of the initial POSSE installation at COUNTY site.

5. AVAILABLE CONSULTANT PROFESSIONAL SERVICES

5.1 At the request of COUNTY, CONSULTANT may provide any or all of the following professional services: installation of new POSSE Releases, development of Site-Specific Configuration, report development, infrastructure support, training, Site-Specific warranty, first line POSSE support, database monitoring and management, and any other consulting activity. CONSULTANT professional services may be purchased for an all-inclusive fixed-cost or on a time-and-materials basis. All terms, conditions and costs for CONSULTANT professional services will be specified in a separate agreement (SOW or work order) between the COUNTY and CONSULTANT.

5.2 At the request of COUNTY, CONSULTANT may assist COUNTY in its fulfillment of the obligations and responsibilities specified in Section 4 of this Agreement. All terms, conditions and costs for these services are specified in the July 16, 2024, MSA and SOSA 2025-05 between the COUNTY and CONSULTANT.

5.3 Reasonable travel and living expenses incurred by CONSULTANT in the delivery of on-site CONSULTANT professional services will be billed at cost to COUNTY or at a rate to be negotiated between CONSULTANT and COUNTY. When traveling to COUNTY, CONSULTANT one-way travel time will be charged to the COUNTY site.

6.   **Annual Support Services Fees**

All fees referred to in this Agreement are in US dollars and exclude any applicable taxes.

Time Period	Fee
9/23/2025 – 9/22/2026	$ 109,268.00

Prices in the above tables are based on the Annual Support Services Fees agreed at the time of execution of this Agreement. Upon renewal, such Annual Support Services Fees are subject to annual review by the CONSULTANT, provided that the COUNTY is provided with at least 90 days' notice of any changes to fees specified herein.