

EXHIBIT A
SCOPE OF SERVICES AGREEMENT YEAR - 2025-08
OpenGov Inc.,

THIS SCOPE OF SERVICES AGREEMENT (“SOSA 08”) 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 OpenGov, 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, (the “MSA”) 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 establish a renewal of cloud hosted software and related documentation for use during the subscription terms (the “Software Services”) as executed through this SOSA 08; 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 on July 19, 2023, as amended.
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 **Two Hundred Twenty-One Thousand One Hundred Fifty-Seven Dollars and Fifty-One Cents (\$221,157.51)**. 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 the 1st day of September 2025 and terminate at 11:59 p.m. on the 31st day of August 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.

EXHIBIT 1

Software Services

Ownership to Consultant's Software Services is not transferred as part of this Agreement. County may not use the Software Services in any manner or for any purpose other than as expressly permitted by MSA Section 13 or Section 33 (RESTRICTIONS).

The County shall be invoiced at least 60 days in advance of the subscription anniversary date for each annual term and payments shall be made for that annual term as specified in the table below (this assumes the appropriation of future funds Sections 3 and 4 of the SOSA 08 above and termination of this SOSA 08 has not occurred per Section 5 of the SOSA above or per Section 14 of the MSA).

The associated pricing for this term is captured in the tables below.

Term 3: 09/1/2025 - 08/31/2026

No	Product	Quantity	Price
01	Enterprise Asset Management	1	\$110,305.13
02	Scenario Builder	1	\$27,576.28
03	Asset Builder	1	\$5,512.50
04	Parks Domain	1	\$14,670.58
05	Signals Domain	1	\$14,670.58
06	Transportation Domain	1	\$22,005.07
07	Walkability Domain	1	\$10,269.41
08	Stormwater Domain	1	\$8,797.95
Term 3 Subscription Total			\$213,807.51

Table 1: EAM Application Subscription

Term 3: 09/1/2025 - 08/31/2026

No	Product	Quantity	Price
01	Expert Services (Small)	1	\$7,350.00
Term 3 Subscription Total			\$7,350.00

Table 2: Expert Services Subscription