

**LAKE COUNTY ADDENDUM
TO MINNESOTA MASTER SERVICES AGREEMENT 270079
FOR WESTLAW SOFTWARE**

This Addendum to the State of Minnesota MSA #270079 ("**Agreement**") is made effective upon signing by Lake County, IL ("**County**") and West Publishing Corporation dba West, a Thomson Reuters Business ("**Vendor**"), with principal offices at 2900 Ames Crossing Road, Eagan, Minnesota 55121. The County and Vendor are referred to as the "**Parties**."

RECITALS

WHEREAS,

1. Vendor was awarded a contract with the State of Minnesota for Westlaw Software, which is in effect through May 31, 2027, and allows for other public entities to purchase services under the terms of the Agreement.
2. The County intends to purchase Westlaw Software Subscription Services from Vendor under the terms and conditions set forth in the State of Minnesota MSA #270079.
3. Pursuant to Lake County Purchasing Ordinance Chapter 33.115, Cooperative Joint Purchasing Authorized, the County is authorized to enter into this agreement.
4. The Parties have agreed to supplement the terms of the State of Minnesota MSA #270079 as set forth in this Addendum.

NOW, THEREFORE, in light of the recitals above, the Parties agree that the terms and conditions below shall be incorporated into the Agreement and supersede any terms in the Agreement that are inconsistent with those stated here:

1. AGREEMENT DOCUMENTS AND ORDER OF PRECEDENCE

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with the State of Minnesota MSA #270079 supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

- a. This Addendum and its Exhibit 1
 - i. Exhibit 1: Lake County's Insurance Requirements
- b. Minnesota MSA #270079
- c. Thomson Reuters Proposal dated June 12, 2026 ("**Vendor Proposal**")

2. SERVICES

The Services that Vendor agrees to provide is set forth in Pages 5 - 13 of Vendor Proposal.

3. TERM

This Agreement shall be effective upon execution and shall be in effect for a five-year period. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

The terms of the County-Vendor agreement, comprising this Addendum and the underlying cooperative agreement, shall continue to govern the Parties' relationship, even if the State of Minnesota MSA #270079 has expired through termination or otherwise.

4. AGREEMENT PRICE

Lake County agrees to pay Vendor pursuant to the rates listed below, superseding proposed rates and Term found within Vendor Proposal.

	Bridge Period	Year 1	Year 2	Year 3	Year 4
Department	9/1/2026 – 11/30/2026	12/1/2026 – 11/30/2027	12/1/2027 – 11/30/2028	12/1/2028 – 11/30/2029	12/1/2029 – 11/30/2030
Lake County Judiciary	\$8,352.72	\$10,622.00	\$11,343.76	\$12,117.80	\$12,946.76
<i>West km Software</i>	<i>\$756.00</i>	<i>\$786.00</i>	<i>\$817.00</i>	<i>\$850.00</i>	<i>\$884.00</i>
<i>Patron Access - 3 terminals</i>	<i>\$3,061.00</i>	<i>\$3,214.00</i>	<i>\$3,375.00</i>	<i>\$3,544.00</i>	<i>\$3,721.00</i>
<i>CoCounsel Legal Package</i>	<i>\$4,535.72</i>	<i>\$6,622.00</i>	<i>\$7,151.76</i>	<i>\$7,723.80</i>	<i>\$8,341.76</i>
Lake County Planning, Building & Development	\$323.98	\$473.00	\$510.84	\$551.70	\$595.84
<i>CoCounsel Legal Package</i>	<i>\$323.98</i>	<i>\$473.00</i>	<i>\$510.84</i>	<i>\$551.70</i>	<i>\$595.84</i>
Lake County Public Defender	\$3,401.79	\$4,966.50	\$5,363.82	\$5,792.85	\$6,256.32
<i>CoCounsel Legal Package</i>	<i>\$3,401.79</i>	<i>\$4,966.50</i>	<i>\$5,363.82</i>	<i>\$5,792.85</i>	<i>\$6,256.32</i>
Lake County State's Attorney	\$7,451.54	\$10,879.00	\$11,749.32	\$12,689.10	\$13,704.32
<i>CoCounsel Legal Package</i>	<i>\$7,451.54</i>	<i>\$10,879.00</i>	<i>\$11,749.32</i>	<i>\$12,689.10</i>	<i>\$13,704.32</i>
Veteran's Assistance	\$485.97	\$709.50	\$766.26	\$827.55	\$893.76
<i>CoCounsel Legal Package</i>	<i>\$485.97</i>	<i>\$709.50</i>	<i>\$766.26</i>	<i>\$827.55</i>	<i>\$893.76</i>
Total Monthly	\$20,016.00	\$27,650.00	\$29,734.00	\$31,979.00	\$34,397.00
Period Totals	\$60,048.00	\$331,800.00	\$356,808.00	\$383,748.00	\$412,764.00
Lake County Judiciary	\$8,352.72	\$10,622.00	\$11,343.76	\$12,117.80	\$12,946.76

5. PAYMENTS

All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

6. INDEMNIFICATION

Vendor shall defend – with the approval of the County – hold and save the County, its officers, agents, and employees, harmless from and against any and all costs, claims, demands, damages, losses and liabilities, including attorneys' fees incurred by the County, accruing or resulting in connection with the performance of this Contract to the extent arising from or in any way related to (i) Vendor's negligence or intentionally tortious acts resulting in bodily injury, death of persons, or real property damage or (ii) claims that the Subscription Services being licensed under this Contract for the authorized uses set forth herein infringes any U.S. patent, copyright, license, or other proprietary right of any third party. Vendor shall have no obligation under this section to indemnify or defend the County against a claim of infringement resulting from the County's unauthorized modification or

alteration of the data provided in conjunction with the Subscription Services or the combination of data with any product, application, or service not provided by Vendor.

Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the County to indemnify, defend, hold harmless or release the Vendor. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. INSURANCE

The minimal insurance coverage Vendor is required to hold is attached as Exhibit 1 to this Addendum.

8. DISPUTE RESOLUTION

All issues, claims, or disputes that the Vendor raises or makes related to this Agreement shall, if not satisfied through less formal means, first be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097. The Vendor agrees that it may seek additional remedies only after the process set forth in § 33.097 is complete.

9. JURISDICTION, VENUE, CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court of Lake County, Illinois.

10. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Vendor's material breach, Lake County shall be entitled to purchase substitute items or services.

b. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Vendor at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Vendor to contractual damages of any kind.

c. Termination Due to Force Majeure Events:

- i. If a Force Majeure Event prevents a party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 11(d)(iii), below.
- ii. For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.
- iii. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

11. APPLICABILITY OF "SUNSHINE" LAWS

Both parties acknowledge the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) apply to Lake County as a public entity. Vendor shall reasonably cooperate with Lake County in responding to lawful requests under such laws. Notwithstanding the foregoing, Vendor may identify and protect its confidential, proprietary, and trade secret information to the fullest extent permitted by applicable law.

12. NOTICES AND COMMUNICATIONS

All notices and communications from Lake County to the Vendor related to this Agreement shall be addressed to the Vendor using the contact information shown below:

Sruthi Koneru
Sr Client Executive
763-326-4262
Sruthi.koneru@tr.com

If an email address is listed above, then notice may be given by email, but shall not be deemed received unless the recipient acknowledges receipt. In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed to the contact information above.

Copies of any notices and communications that propose to modify or terminate this Agreement shall be provided to:

Lake County Purchasing Division
18 North County Street, 9th Floor
Waukegan, Illinois 60085-4350
Attention: Purchasing Agent

13. ACCESSIBILITY REQUIREMENT

All deliverables and services provided under this agreement that are available for public use shall be accessible and designed to align with WCAG 2.1 Level AA standards, as documented in Vendor's applicable Accessibility Conformance Reports (ACRs), which will be made available upon request.

REMAINING PROVISIONS: The remaining provisions of the State of Minnesota MSA #270079 are not supplemented by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Lake County

West Publishing Corporation
dba West, a Thomson Reuters Business

Yvette Albarran

Purchasing Agent

Date: _____

Name:

Title:

Date: _____

DRAFT

All Contracts may be subjected to change

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A- VIII and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 2,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 5,000,000 General aggregate

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants and/or Software Developer for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Cyber Liability

Cyber Liability Insurance for unauthorized release of Personally Identifiable Information (PII), protected Health Information (PHI) and confidential information of third parties and employees including Privacy Regulatory coverage for both legal defense and fines/penalties from a privacy breach for risks associated with e-business, internet, etc., with limits of insurance not less than the following:
\$ 1,000,000 per occurrence limit.

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- b) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- c) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance prior to the expiration of cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: Lake County Purchasing Agent**

- d) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.



VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:			

Vendors wishing to contract with Lake County for goods and services in an amount greater than \$30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed \$150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Continuing disclosure is required if information changes. Vendor Disclosure Statements are available at doingbusiness.lakecountyil.gov

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

Vendors must insert "x" in the following box indicating exception and provide a brief narrative for exception.

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