

**LAKE COUNTY ADDENDUM  
TO OMNIA AGREEMENT R231003  
FOR DIGITAL SOLUTIONS AND RECORDS MANAGEMENT**

This Addendum to Omnia contract R231003 ("**Agreement**") is made effective upon signing by Lake County, IL ("**County**") and Kofile Technologies, Inc. ("**Vendor**"), with principal offices at 6300 Cedar Springs Road, Dallas, TX 75235. The County and Vendor are referred to as the "**Parties.**"

RECITALS

WHEREAS,

1. Vendor was awarded a contract with Omnia for digital solutions and records management, which is in effect through June 30, 2027 with renewal options, and allows for other public entities to purchase services under the terms of the Agreement.
2. Lake County's Clerk of the Circuit Court is in the process of digitizing records, which is a service included in the referenced cooperative agreement.
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 Omnia contract R231003 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in the following order of precedence, with Omnia contract R231003 supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.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: Re-Scanning Guarantee
  - ii. Exhibit 2: Lake County's Insurance Requirements
- b. Omnia contract R231003
- c. Vendor's proposal dated March 10, 2026

**2. SCOPE OF WORK**

The scope of work that Vendor agrees to perform is set forth in pages 8 – 15 of Vendor's proposal dated March 10, 2026 and Exhibit 1 to the Addendum outlining the Quality Guarantee.

Upon project kick-off, the Parties will mutually develop a Project Plan and Schedule. Upon written approval by the Parties, the Project Plan shall be incorporated into and become part of this Agreement. Any material deviation from the approved plan or schedule must be approved in writing by the Parties.

**3. TERM**

This Agreement shall be effective upon execution and shall be in effect through November 30, 2026 with the option to renew for three additional one-year periods. 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 Omnia contract R231003 has expired through termination or otherwise.

#### **4. AGREEMENT PRICE**

The County will pay Vendor an estimated fee of \$1,285,349.66 for deliverables identified in the Scope of Work in Section 2 above and pursuant to the rates set forth in the pricing table entitled "Project Overview – Estimated Volumes and Pricing" on page 16 of Vendor's Proposal dated March 10, 2026.

Vendor will invoice the County not more than once per month based upon the actual deliverables received. The annual total of the invoices shall not exceed the County's budgeted amounts below, unless formally agreed to in writing by Lake County's Clerk of the Circuit Court. Lake County's Fiscal Year runs December 1 – November 30.

Lake County Fiscal Year 2026: \$400,000

Lake County Fiscal Year 2027: \$300,000

Lake County Fiscal Year 2028: \$300,000

Lake County Fiscal Year 2029: \$300,000

Each invoice must include detailed supporting data, including (i) the quantity of rolls scanned, (ii) the number of individual images scanned, and (iii) a listing of the file numbers associated with each roll scanned. The County reserves the right to reject any invoice that does not include the required supporting documentation.

#### **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 agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Vendor's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Vendor promptly of any such claim, suit, or proceeding, and will assist Vendor, at Vendor's expense, in defending any such claim, suit, or proceeding.

#### **7. INSURANCE**

The minimal insurance coverage Vendor is required to hold is attached as Exhibit 2 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 for Convenience:**

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Vendor shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

**b. 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 elsewhere and charge Vendor with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

**c. 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.

**d. 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 that Vendor's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Vendor agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

**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:

Miriam Gray  
6300 Cedar Springs Road  
Dallas, TX 75235

(214) 763-7490  
[miriam.gray@kofile.com](mailto:miriam.gray@kofile.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, 9<sup>th</sup> 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 must be accessible and comply with WCAG 2.1 Level AA standards. This includes, but is not limited to reports, documents, presentations, websites, and web applications.

Upon request, Vendor shall provide documentation demonstrating accessibility compliance. Any accessibility issues identified by the County must be corrected by the Vendor at no additional cost and within a reasonable timeframe.

REMAINING PROVISIONS: The remaining provisions of the Omnia contract R231003 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

Kofile Technologies, Inc.

\_\_\_\_\_

\_\_\_\_\_

Yvette Albarran

Name:

Purchasing Agent

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit 1**  
**RE-SCANNING GUARANTEE**

Vendor shall perform all document preparation, scanning, indexing, imaging, and digitization services in strict accordance with the Quality Control ("QC") process and standards set forth in this Agreement.

Vendor represents and warrants that all digitized records delivered under this Agreement shall be complete, legible, accurate, and suitable for the County's operational, legal, records retention, and archival purposes. Vendor shall ensure that all scanned images are readable, properly oriented, searchable where applicable, and free from defects that impair the usability of the record, including but not limited to missing pages, incomplete captures, cutoff text, distortion, shadows, streaking, skewing, duplicate pages, or indexing errors.

If any document, image, or related deliverable is later determined by the County to be unreadable, incomplete, inaccurate, improperly indexed, or otherwise not in compliance with the agreed QC standards, Vendor shall promptly perform all necessary corrective action, including retrieval, re-scanning, re-indexing, replacement, and redelivery of such records, at no additional cost to the County.

Vendor shall bear all costs associated with such corrective work, including labor, transportation, storage, handling of original records, and any administrative costs resulting from the nonconforming work. The County shall not be responsible for any fees, charges, or additional compensation related to the correction of deficient or rejected work.

Notwithstanding the foregoing, if the original filming of materials created poor quality source media or the original source media provided by the County is damaged, faded, deteriorated, incomplete, or otherwise of such poor physical condition that a fully legible or complete digital image cannot reasonably be produced through standard scanning methods, Vendor shall notify the County and document the condition of the original media. In such cases, provided Vendor has followed the agreed QC process and made reasonable efforts to obtain the highest quality image possible, the County shall accept the best available scanned version, and Vendor shall not be responsible for deficiencies in image quality that are solely attributable to the condition of the original source material rather than Vendor's performance.

Acceptance of any deliverable by the County shall not waive the right to later identify quality deficiencies or require corrective action for records found to be defective after delivery provided such notice of quality deficiencies or requested corrective action occurs within ninety (90) days of the expiration or termination of this Agreement. Vendor's obligations under this Exhibit shall survive acceptance, payment, and termination or expiration of this Agreement.

**Exhibit 2**  
**INSURANCE REQUIREMENTS**

The Vendor 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 Vendor'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 Vendor'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

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

Workers Compensation Insurance covering all liability of the Vendor 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 Vendor'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.

### 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

Vendor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Vendor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Vendor 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. Vendor will provide thirty (30) day's notice of any material change in coverage. A blanket additional insured ISO endorsement is preferred for Vendors who have multiple projects with the County.
- d) 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 at least thirty (30) days 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: Yvette Albarran, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to [Purchasing@lakecountyil.gov](mailto:Purchasing@lakecountyil.gov) in place of hard copies.**

Failure to Comply: In the event the Vendor 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 Vendor.