

AMENDMENT NUMBER 2 TO  
2022 KOFI TECHNOLOGIES, INC. AND  
CLEVELAND COUNTY SERVICES AGREEMENT

This Amendment Two (the “Amendment”), effective as of April \_\_, 2026 (the “Amendment Effective Date”), is made and entered into by and between Cleveland County, Oklahoma (hereinafter “County”) and Kofile Technologies, Inc., (hereinafter “Kofile”). References to a “Party” mean County of Kofile. References to the “Parties” mean County and Kofile

**WITNESSETH:**

**WHEREAS** County and Kofile entered into a Service Agreement effective December 28, 2022, for Kofile to perform certain Services (the “Agreement”). Capitalized terms in this Amendment will have the same meaning as in the Agreement.

**WHEREAS** the Parties have agreed to adjust the scope of the work and pricing to be performed under and subject to the Agreement.

**NOW THEREFORE**, in consideration of the foregoing and the objectives of the Parties, the Parties hereby agree that the Agreement is amended as follows, effective on the date first written above:

1. Kofile will perform the Services as outlined in the County’s RFP and Kofile’s response thereto, for the record volumes identified in Exhibit A.
2. Kofile will perform the Services for a total price of \$2,904,028.35 (the “Total Price”). This reflects the original Agreement price of \$2,074,758.66 plus an additional \$611,989.31 for the scope of work identified in Amendment number 1, and an additional \$219,080.38 for the scope of work change under this Amendment number 2 as identified in Exhibit A.
3. The Total Price is a not-to-exceed amount which Kofile will not exceed without a written amendment signed by both parties. County acknowledges the pricing set forth in Exhibit A is based upon an estimate of record image and document volumes for Records identified in Exhibit A. Billing will be based upon actual volumes times the unit price for the agreed unit price for the related service.
4. Kofile will complete the Services on all Records identified in Exhibit A and invoice County on or before September 15, 2026.
5. The Parties agree the county will honor the payment terms as set forth in the Agreement. Payment for the additional \$219,080.38 will be invoiced after final delivery of completed Records set forth in Exhibit A to County with payment due thirty (30) days from the invoice date.

Except to the extent expressly modified herein, all of the terms and provisions of the Agreement are hereby ratified and confirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties have obtained the necessary authorizations or permissions and caused this Amendment to be signed and delivered by its duly authorized representatives.

**CLEVELAND COUNTY, OKLAHOMA**

**KOFILE TECHNOLOGIES, INC.**

\_\_\_\_\_  
Hon. Pamela Howlett, County Clerk  
Date:

*Michael Strachan*  
\_\_\_\_\_  
Michael Strachan, Secretary & GC  
Date: April 15, 2026

## **EXHIBIT A**

The following are the Records inventory, service level, and estimated total pricing for which Kofile will provide Services under Amendment 2 to the Agreement:

Cleveland County Clerk   OK					
Project Overview - Estimated Volumes and Pricing					
Record Series	Volume	UOM	Estimated Quantity	Level of Service	Estimated Total
DD214 Index Book	1	Per Image	500	Archival Imaging	\$423.00
DD214 (Typed)	7	Per Image	4,801	Archival Imaging	\$4,061.65
DD214 (PH Book)s	39	Per Image	19,464	Archival Imaging	\$18,393.48
DD214 Books	47	Per Page	25,765	Book Preservation	\$150,725.25
DD214 Books		Per Doc	25,265	Custom Indexing Service (DD214)	\$45,477.00
Product				Quantity	Estimated Total
<b>AMENDMENT 2 PROJECT ESTIMATED TOTAL</b>					<b>\$219,080.38</b>

Approve on \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Vice-Chairman

By: \_\_\_\_\_  
Member

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
ADA