

**LAKE COUNTY ADDENDUM  
TO SOURCEWELL AGREEMENT #121024-JHN  
FOR FIRE PROTECTION EQUIPMENT AND SERVICES**

This Addendum to Sourcewell Agreement #121024-JHN ("**Agreement**") is made effective upon signing by Lake County, IL ("**County**") and Johnson Controls Fire Protection LP ("**Vendor**"), with principal offices at 5757 N Green Bay Ave, Milwaukee, WI 53209. The County and Vendor are referred to as the "**Parties.**"

RECITALS

WHEREAS,

1. Vendor was awarded a contract with Sourcewell for Fire Protection Equipment and Related Services, which is in effect through February 18, 2029, and allows for other public entities to purchase services under the terms of the Agreement.
2. The County intends to purchase equipment and services from Vendor under the terms and conditions set forth in Sourcewell Agreement #121024-JHN
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 Sourcewell Agreement #121024-JHN 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following order of precedence, with Sourcewell Agreement #121024-JHN supplying terms or specifications only where not superseded by the terms or specifications contained in this Agreement.

- a. This Addendum and its Exhibits 1-3
  - i. Exhibit 1: Johnson Controls Fire Alarm Quote dated March 13, 2026
  - ii. Exhibit 2: Johnson Controls Sprinkler Quote dated March 13, 2026
  - iii. Exhibit 3: Lake County's Insurance Requirements
- b. Sourcewell Agreement #121024-JHN

**2. SCOPE OF WORK**

The scope of work that Vendor agrees to perform is set forth in Exhibits 1 and 2 to this Addendum.

**3. TERM**

This Agreement shall be effective upon execution and shall be in effect for a one-year period with the option to renew for four 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 Sourcewell Agreement #121024-JHN has expired through termination or otherwise.

**4. AGREEMENT PRICE**

Lake County agrees to pay Vendor pursuant to the rates attached in Exhibits 1 and 2 to this Addendum.

## **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 third-party claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including reasonable legal fees and expert costs, attributable to personal injury, including death, or tangible property damage, but only to the extent caused by Vendor's negligence or willful misconduct in the fulfillment of its obligations under this Addendum. 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. In no event shall either party be liable to the other for any special, incidental, indirect, punitive, or consequential damages resulting from this Addendum.

## **7. INSURANCE**

The minimal insurance coverage Vendor is required to hold is attached as Exhibit 3 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:

**Lake County Facility Operations  
18 N. County St, Basement  
Waukegan, IL 60085  
Email: [Facilities@lakecountyil.gov](mailto:Facilities@lakecountyil.gov)**

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.

REMAINING PROVISIONS: The remaining provisions of the Sourcewell Agreement #121024-JHN 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

Johnson Controls Fire Protection, LP

\_\_\_\_\_

\_\_\_\_\_

Yvette Albarran

Name:

Purchasing Agent

Title:

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

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

DRAFT



# 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		Familial Relationship
Employee/Public Official		

## 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](http://doingbusiness.lakecountyil.gov)

The full text of the County's Ethics and Procurement policies and ordinances are available at [www.lakecountyil.gov](http://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.