

**FIRST AMENDMENT TO COMMERCIAL SALES AGREEMENT FOR CCTV
SYSTEM**

THIS FIRST AMENDMENT TO COMMERCIAL SALES AGREEMENT FOR CCTV SYSTEM (hereinafter "Amendment") is made by and between the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Johnson Controls Security Solutions, LLC**, a business having its primary business location at 4820 Executive Park, Suite 109, Jacksonville, FL 32216 (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the Parties previously entered into a Commercial Sales Agreement for CCTV System dated October 14, 2024 (hereinafter "Agreement"); and

WHEREAS, on or about May 12, 2025, additional equipment was installed at Nassau County Jail and Detention Center located at 76212 Nicholas Cutinha Rd., Yulee, FL 32097 which increased the monthly costs for service/maintenance of equipment under the Agreement; and

WHEREAS, the Parties now desire to execute this First Amendment in order to account for the additional equipment and monthly costs for service/maintenance of that equipment.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree do as follows:

SECTION 1. The compensation amount for the services to be provided under the Agreement is hereby increased by Twenty-Two Thousand Dollars and 00/100 (\$22,000.00) per year. The County shall now compensate the Vendor in an amount not to exceed Sixty-Seven Thousand Dollars and 00/100 (\$67,000.00) per year.

SECTION 2. The Vendor's "Rider for Additional Equipment and/or Services" is attached hereto as Exhibit "A" and is incorporated into the Agreement by this reference.

SECTION 3. Upon execution of this First Amendment, and in accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

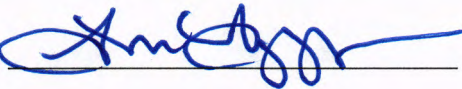
SECTION 4. Upon execution of this First Amendment, and in accordance with Section 287.138, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor will comply with all requirements of Section 287.138, Florida Statutes.

SECTION 5. All other terms and conditions of the Agreement not inconsistent with the provisions of this First Amendment shall remain the same and in full force and effect.

CM3745-A1

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by its duly authorized representatives, effective as of the last date below.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

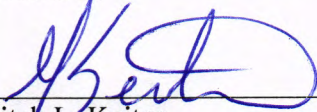
Signature: 

Print Name: A.M. "Hupp" Huppmann

Title: Chairman

Date: 7/28/2025

ATTEST:



Mitch L. Keiter
Its: Ex-Officio Clerk

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS
DENISE C. MAY, County Attorney

JOHNSON CONTROLS SECURITY SOLUTIONS, LLC

Signature: Brandon L. Jackson

By: Brandon L. Jackson

Title: Regional Vice President

Date: 6/28/2025



Exhibit "A"



TOWN NO 0043- JACKSONVILLE,	CUSTOMER NO 104331419	JOB NO	PO NO	ESTIMATE NO 1-92UFR71
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RIDER
For Additional Equipment and/or Services

THIS RIDER made on (the "Rider") is part of and is to be attached to the "Agreement" by and between Johnson Controls Security Solutions LLC (f/k/a Tyco Integrated Security LLC) (hereinafter "Johnson Controls") and Nassau County Board Of County Commissioners d/b/a (hereinafter, "Customer") for the System in the "Premises" of Customer located at 76212 Nicholas Cutinna Rd, Yulee, FL 32097.

The Customer hereby requests, and Johnson Controls agrees to install, the following additional Systems, Services, and/or Equipment as described in this Rider and the attached **Scope of Work; Contract Notes:**

Qty	Product Name	Location	Item Price
1	Profile Codes		\$0.00
1	CCTV CAMERAS WITH AXIS AND ILLUSTRATION		\$0.00
1	MONITORS AND CABLES		\$0.00
1	SWITCHES AND NVR		\$0.00
1	PROGRAMMING AND CABLING		\$0.00

CHARGES AND ESTIMATED TAX:**1. Installation Charge:**

Installation Charge Amount:	\$0.00
* Estimated Tax(es):	\$0.00
TOTAL INSTALLATION CHARGE:	\$0.00
Installation Deposit Amount:	\$0.00

2. Annual Service Charge:

Annual Service Charge Amount:	\$22,000.00
* Estimated Tax(es):	
ANNUAL SERVICE CHARGE:	\$22,000.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



TOWN NO 0043- JACKSONVILLE, FL	CUSTOMER NO 104331419	JOB NO	PO NO	ESTIMATE NO 1-92UFR71
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Charges and Fees: a. Equipment Installation. Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth herein. If the schedule of values includes an upfront installation deposit, it will be paid within 45 days of contract signing. Johnson Controls will not commence work until such deposit has been received. The remaining portion of the total installation charge for installation and commissioning will be progress billed monthly through completion of the job. Company progress-based billing can include progress payments for materials, goods, and equipment (ordered, delivered, or stored), and for any predesign, engineering, installation work or Services. The proposed total installation charge is contingent upon Customer agreeing to these payment and invoicing terms. Any outstanding Installation Charges and/or fees shall be due and payable as a precondition to activation of System and, if applicable, connection to Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). Any changes in the Statement of Work made by the Customer after execution of this Rider must be agreed to by Johnson Controls and Customer in writing and may be subject to additional charges, fees and/or taxes. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Rider and may be subject to shipping, handling, and/or restocking fees. Until Customer has paid Johnson Controls the Total Installation Charge and fees, and taxes in full, Customer grants to Johnson Controls a security interest in the Equipment and all the proceeds thereof to secure such payment.

b. Services. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid **Annual** in advance (the "Annual Service Charges"). Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year.

c. Term. The initial term of this Rider shall be 0 year(s) (the "Initial Term") and shall commence on the date of this Rider and continue as set forth herein. The Initial Term and any Renewal Term may be referred to herein as the "Term." If this Rider is renewed, Johnson Controls will provide Customer with notice of any adjustments in the Charges, fees and/or taxes applicable to any Renewal Term. Unless Customer terminates the Rider at least sixty (60) days prior to start of such Renewal Term, the adjusted Annual Service Charge will be the Annual Service Charge for the Renewal Term. Customer agrees to issue and send a purchase order to Johnson Controls at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Johnson Controls. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order. For termination prior to the end of the Term, Customer agrees to pay Johnson Controls, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Rider as liquidated damages but not as a penalty. Customer shall provide Johnson Controls with reasonable access to the premises to remove any Johnson Controls property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Johnson Controls may incur in connection with the enforcement of this Rider, including without limitation, reasonable attorney fees, collection agency fees, and court costs. The term "Rider" refers to the Commercial Sales Agreement or the National/Global Account Master Agreement. It is further agreed that the original expiration date of the Agreement shall be extended for a period of 0 years, but only with respect to the Equipment, Systems and Services furnished under this Rider.

d. Pricing and Taxes. If the actual number of devices installed or services to be performed is greater than that set forth in this Rider, the price will be increased accordingly. Notwithstanding any other term in this Rider, Johnson Controls may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Johnson Controls and the applicable taxing authorities. If Johnson Controls is required to pay any such Taxes or other charges, Customer shall reimburse Johnson Controls on demand. If any such exemption certificate is invalid, then Customer will immediately pay Johnson Controls the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Johnson Controls prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). Customer agrees to pay any fees or charges imposed by any government body, telephone, communication, or signal transmission company or administration fees or service charges assessed against or by Johnson Controls related to AHJ requirements and/or changes to applicable laws relating to the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Rider. This Rider is entered into with the understanding that the Services to be provided by Johnson Controls are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Johnson Controls, Johnson Controls reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Customer shall provide financial information requested by Johnson Controls to verify Customer's ability to pay for goods or services. Work performed on a time and material basis shall be at the then-prevailing Johnson Controls rate for material, labor, and related items, in effect at the time supplied under this Rider.

e. Invoicing. Pricing is based upon the billing and payment terms set forth in this Rider. Fees and other amounts due hereunder are due thirty (30) days from the date of the invoice, which shall be paid by Customer via ACH/EFT. Such payment is a condition precedent to Johnson Controls' obligation to perform Services under the Rider. Disputed invoices must be identified in writing by Customer within twenty-one (21) days of the date of invoice. Payment of any disputed amounts is due and payable upon resolution. If Customer fails to provide financial information or if Johnson Controls, in its sole discretion has grounds to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Johnson Controls may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Johnson Controls may have against Customer. Johnson Controls shall provide Customer with advance written notice of changes to payment terms.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Rider into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Rider produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Rider, if Customer has signed this Rider or demonstrated its intent to be bound whether by electronic signature or otherwise.



TOWN NO 0043- JACKSONVILLE, FL	CUSTOMER NO 104331419	JOB NO	PO NO	ESTIMATE NO 1-92UFR71
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Johnson Controls Security Solutions LLC ("Johnson Controls")

Joseph Travers
10255 Fortune Pkwy,
Jacksonville, FL
32256-6503

Tele. No. (904) 472-3626

Nassau County Board Of County Commissioners

d/b/a:
Herein after called ("Customer")
76212 Nicholas Cutinna Rd,
Yulee, FL 32097

Attn:
Tele. No.

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

The foregoing modifications and/or additional terms and conditions are not binding unless approved in writing by an authorized representative of Johnson Controls.

Accepted and Agreed:

Johnson Controls Security Solutions LLC

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joseph Travers
Sales Representative Registration # (if applicable): _____

CUSTOMER

Accepted By: _____
(Signature of Customer's Authorized Representative)

Board of County Commissioners Nassau County, FL
(Name Printed)

Title: **Chairman: A.M. Huppmann**

Date Signed: **JUL 28 2025**

Attest as to authenticity of the Chair's Signature:

Mitch L. Keiter
Title: **Ex-Officio Clerk**
Date: **JUL 28 2025**

Approved as to form and legality by the
Denise C. May, Esq., BCS

Denise C. May
Title: **Nassau County Attorney**
Date: **7/3/2025**

Johnson Controls Security Solutions, LLC
Brandon L. Jackson
Title: **Regional Vice President**
Date: **6/28/2025**

THIS RIDER REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES/SYSTEMS MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS RIDER WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC
JOSEPH TRAVERS

Presented by: _____
(Signature of Johnson Controls Sales Representative)

Sales Agent: Joseph Travers

Sales Representative Registration # (if applicable): _____

CUSTOMER

Accepted By: _____
(Signature of Customer's Authorized Representative)

Board of County Commissioners Nassau County, FL

(Name Printed)

Title: Chairman: A.M. Huppmann

Date Signed: JUL 28 2025

Attest as to authenticity of the Chairs Signature:

Mitch L. Keiter

Title: Ex-Officio Clerk

Date: JUL 28 2025

Approved as to form and legality by the
Denise C. May, Esq., BCS

Denise C. May

Title: Nassau County Attorney

Date: 7/3/2025

Johnson Controls Security Solutions, LLC

Brandon L. Jackson

Brandon L. Jackson

Title: Regional Vice President

Date: 6/28/2025



TOWN NO 0043- JACKSONVILLE, FL	CUSTOMER NO 104331419	JOB NO	PO NO	ESTIMATE NO 1-92UFR71
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SCOPE OF WORK; CONTRACT NOTES: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of the Agreement shall be void and of no effect.

Scope of Work:

Contact Information: N/A
System Operation: N/A
Programming Info: N/A
Site Conditions: N/A
Existing Equipment: N/A
Customer Expectations: N/A
Training Expectations: N/A
General Comments: N/A
Customer Responsibilities / Johnson Controls Exclusions: N/A
Documentation Needs: N/A

Contract Notes: