



Sumter County Government (CLIENT)  
7375 Powell Rd  
Wildwood, FL 34785

Johnson Controls, Inc. (JCI)  
3802 Sugar Palm Dr  
Tampa, FL 33619

**1) RESPONSIBILITIES OF JCI**

JCI hereby agrees to conduct a Preliminary Feasibility Assessment of Client’s Facilities and Infrastructure to determine the viability of a project to reduce energy, water or operational spending, improve efficiency and use new technology to improve operational or financial position of Client. The Client will select the actual County facilities and infrastructure to be included in this preliminary feasibility assessment. There is no cost obligation to the County for this assessment.

**2) RESPONSIBILITIES OF CLIENT**

In accordance with the Implementation Timeline shown in Item No. 5, the Client hereby agrees to furnish to JCI, any technical and/or financial data needed to complete the Feasibility Assessment.

**3) PROJECT CONTINUANCE**

If the Feasibility Assessment indicates that a self-funding project is possible, it is the intent of both parties to discuss procurement options available and allowed under County Charters and Florida Statue 489.145. No funding is required until, and if, both parties enter into a Project Development Agreement as described in Item #4. If the Feasibility Assessment indicates that a self-funding project is NOT possible or if the County determines not to proceed, this process will end with no financial obligation to the County.

**4) PROJECT DEVELOPMENT AGREEMENT**

The Project Development Agreement (PDA) governs the Detailed Analysis (investment grade audit) phase and will yield a defined scope of work for JCI to implement, actual implementation cost and guaranteed financial benefits.

The cost associated with the PDA will be determined during the Feasibility Assessment and the Client will be invoiced for this cost upon completion of the PDA – except in the following cases:

- In the event that JCI and the Client enter into an Implementation Agreement within thirty (30) days after receiving the Detailed Analysis, the PDA invoice will be canceled and our PDA development fees will be incorporated into the cost of the Implementation Agreement.
- In the event that JCI cannot generate a self-funding project, the Client will be under no obligation to pay for the PDA development fees.

**5) IMPLEMENTATION TIMELINE**

The Implementation Timeline below summarizes the key milestone dates in our intended development:

Activity	Completion Time
#1 MOU approved to commence with Feasibility Assessment	by 7/26/11
#2 All technical and financial data provided to JCI	by 8/12/11
#3 Feasibility Assessment Results and Procurement Options Explored	3 weeks after #2
#4 PDA Developed to commence with Detailed Analysis	At County’s discretion
#5 Detailed Analysis and Implementation Agreement presented to Client	8 weeks after #4
#6 Implementation Agreement approved	4 weeks after #5

**IN WITNESS WHEREOF, the parties have duly executed this Memorandum, as of the date set forth below.**

**Sumter County Government**

**Johnson Controls, Inc.**

SIGNED \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_