



**Memorandum of Understanding Between
The United States Environmental Protection Agency
and
Cobb County, GA, an ENERGY STAR Buildings Partner**



I. COMMON AGREEMENTS AND PRINCIPLES

A. This is a voluntary agreement between **Cobb County, GA**, (hereafter, "PARTNER") and the United States Environmental Protection Agency (EPA), by which PARTNER joins EPA's ENERGY STAR Buildings Program (Program). Each party agrees to assume the good faith of the other party as a general principle for the Program. Both parties agree to notify each other if any problems arise and to work together to foster maximum public confidence in the Program. Either party can terminate this agreement, without penalty or liabilities to either, via 10 days written notice to the other, and both will then cease to publicize PARTNER's participation in the Program. PARTNER further agrees that this MOU may be terminated only by the original authorized signatory or a PARTNER representative of equal or greater authority.

B. PARTNER and EPA agree that the primary purpose of the Program is to encourage U.S. organizations to implement energy-efficient facility upgrades and practices to prevent the creation of air pollution, solid waste, and the other environmental impacts of energy production, distribution, and consumption.

C. Both parties agree that the commitment to survey buildings and complete lighting upgrades is contingent upon the availability to PARTNER of appropriate funds or third party financing.

II. PARTNER'S RESPONSIBILITIES (Terms in **bold** are defined in Appendix B.)

A. PARTNER agrees that participation in the Program commits all of PARTNER's **eligible facilities**.

B. PARTNER further agrees to

1. Designate an ENERGY STAR Buildings **Project Director** within one month of signing this agreement. PARTNER will ensure Project Director has the authority, staffing, and budget necessary to complete all profitable ENERGY STAR Buildings upgrades.
2. Designate an ENERGY STAR Buildings **Communications Director** within one month of signing this agreement.
3. Complete the two following activities to ensure early progress:
 - a. Conduct a **kick off meeting** or telephone conference, with assistance from EPA, within six months of signing this agreement; and
 - b. Upgrade at least one **Pilot Building** within two years of the effective date of this agreement.
4. Upgrade **eligible facilities** within 7 years, according to the Program's **five-stage implementation strategy**. This schedule will begin on the first day of the PARTNER fiscal year that starts after PARTNER signs this MOU (the "effective date").
 - a. For Stage 1, Lighting ("GREEN LIGHTS")
 - i) Survey the **lighting** in 100% of the square footage of all **eligible facilities**, and 50% of all **short-term lease** space if **short-term leases** comprise more than 75% of PARTNER's facilities;
 - ii) Consider all **profitable** lighting technology, design, and maintenance options that can reduce energy use; and
 - iii) Upgrade the lighting in at least 90% of the square footage in **eligible facilities** with the set of options that maximizes energy savings to the extent that the upgrades are **profitable** and meets PARTNER's **lighting quality** objectives.
 - b. For Stages 2-5 (tune-up; load reductions; heating, ventilation and air conditioning (HVAC) distribution system upgrades; and HVAC plant upgrades):
 - i) Consider all **profitable** building technology, design, and maintenance options that can reduce energy use; and
 - ii) Upgrade at least 50% of the square footage in **eligible facilities** that maximizes energy savings to the extent that the upgrades are **profitable** and maintain or improve worker comfort and productivity.

- c. PARTNER may count toward its MOU commitment any facility upgrades completed within 18 months prior to joining the Program, provided that the upgrades meet the Program objectives and proper documentation is provided.
5. Submit, annually, ENERGY STAR Buildings Progress Reports (Appendix D) or the equivalent Electronic Progress Report to EPA for completed survey or upgrade projects (Note: This report can replace the "GREEN LIGHTS" Implementation Report Form). In the absence of such projects in any year, PARTNER will send a letter to EPA in lieu of the Progress Report.
 6. Ensure that the design of PARTNER-owned facilities newly constructed after this agreement will at least meet the ASHRAE/IES 90.1-1989 building energy guidelines or any subsequent revisions to these guidelines, provided such revisions are complete before any newly constructed, PARTNER-owned facility is designed. Also, replace major building systems when they fail or are retired, with options that will maximize energy efficiency and are **profitable**.
 7. Treat all new space leased by PARTNER for at least five years as an **eligible facility** (whether PARTNER is a lessor or a lessee).

III. EPA'S RESPONSIBILITIES

A. EPA agrees that its liaison is the Director of the ENERGY STAR Buildings Program. In addition, EPA agrees to designate, within two weeks of PARTNER's joining the program, a single customer service representative to assist PARTNER. EPA agrees to notify PARTNER within two weeks of any changes in either of these liaisons. The customer service representative may be an EPA contract employee.

B. EPA further agrees to:

1. Conduct a **kick off meeting** or telephone conference with PARTNER, within six months of signing this agreement. EPA agrees to provide technical guidance and other assistance at the **kick off meeting** or telephone conference.
2. Provide objective information about energy-efficient technologies and successful upgrade strategies and techniques. This includes the *EPA Lighting Upgrade Manual* and *EPA ENERGY STAR Buildings Manual*.
3. Offer workshops and training courses. These workshops and training courses will cover energy-efficient technologies, effective upgrade strategies, the use of technical and analytical tools developed by the Program, and how to maximize benefits of the Program.
4. Provide analytical software tools that calculate savings from upgraded systems, complete options analyses, and choose the most energy-efficient and **profitable** upgrade options. These tools include software on lighting options ("ProjectKalc"), fan systems ("QuikFan"), and chiller systems ("QuikChill").
5. Provide software to plan, budget, and manage upgrades ("Scheduler").
6. Develop case studies documenting monitored savings for specific facilities and technologies.
7. Operate a Hotline during business hours that provides current information about energy-efficient technologies, upgrade techniques, and the ENERGY STAR Buildings Ally Program.
8. Provide public recognition for PARTNERS that shows exemplary reductions in energy use. EPA also agrees to organize at least one major media event each year and develop public service announcements that raise public awareness of the Program and its participants.
9. Provide reproducible materials for PARTNER, upon request, to publicize PARTNER's involvement in the ENERGY STAR Buildings Program.
10. Provide educational materials to communicate results of the Program and the benefits of energy efficiency and pollution prevention for PARTNER's organization and the public at large.

IV. GENERAL PROVISIONS

- A. Each party's commitments will be subject to any legal restrictions that may apply. EPA agrees that information provided by PARTNER to EPA will be treated pursuant to EPA's public information regulations under 40 Code of Federal Regulations, Part Two.
- B. PARTNER and EPA agree that the GREEN LIGHTS® logos and ENERGY STARSM Buildings logo are service marks of the United States Government, as represented by the Administrator of EPA, and are subject to the provisions of Title 15, Chapter 22, United States Code, the various state laws applicable to trademarks, and this Memorandum of Understanding.
- C. EPA agrees to permit PARTNER to use the ENERGY STAR Buildings logo on non product-specific materials that will publicize PARTNER's participation in the Program. PARTNER's use of the ENERGY STAR Buildings logo is subject to the provisions of the ENERGY STAR Buildings logo use guidelines. EPA will furnish the guidelines to all Program PARTNERS within 60 days of signing this agreement. Where PARTNER, or its component part, is a member of the building-related products and services industry, PARTNER agrees that it will only use the ENERGY STAR Buildings logo to publicize its partnership with EPA in this Program. Both parties agree that participation in the Program, use of the ENERGY STAR Buildings logo, or any publicity relating to PARTNER's participation in the Program does not constitute EPA's endorsement of PARTNER for anything other than its commitment to implement energy-efficient facility upgrades and practices. PARTNER and EPA agree that they will neither state nor imply otherwise. PARTNER agrees not to alter the ENERGY STAR Buildings logo. If either EPA or PARTNER terminates this agreement, PARTNER will no longer be entitled to apply the ENERGY STAR Buildings logo to any materials, and will no longer make reference to the Program so as to state or imply continuing involvement in the Program.

The undersigned hereby execute this Memorandum of Understanding on behalf of their parties. The signer of this agreement affirms that he has the authority (actual or delegated) to commit PARTNER and the facilities included hereunder to participation in the ENERGY STAR Buildings Program. This Memorandum takes effect when signed by both parties.

For the U.S. Environmental Protection Agency:

Paul Stolpman
for Paul Stolpman, Director
Office of Atmospheric Programs

On: 4/14/97
(Date)

For Cobb County, GA:

Bice Byrum
Name Bice Byrum
Title Chairman

On: 4/16/97
(Date)

Please return: (1) The signed MOU in its entirety, including attachments A, B and C; and (2) a camera-ready version of your organization's logo to:

Director, ENERGY STAR Buildings Program
US Environmental Protection Agency (6202J)
401 M Street, SW
Washington, DC 20460
Phone: (202) 233-9230, Fax: (202) 233-9569, Toll-free Hotline: 1-(888) STAR-YES (1-888-782-7937)

Thank you. Welcome Aboard.

APPROVED
COBB BOARD OF COMMISSIONERS
PER MINUTES OF:
April 8, 1997

Appendix A: PARTNER PROFILE

Please enclose the following information with the signed MOU:

Chief Executive's Name: Bill Byrne, Chairman, Board of Commissioners

Business Address: 100 Cherokee St., Ste. 300

City: Marietta State: GA Zip: 30060

Business Telephone Number: 770/528-3300

Business Fax Number: 770/528-2606

E-Mail Address: _____

ENERGY STAR Buildings Project Director:

ENERGY STAR Buildings Communications Director:

Mr. /Ms.: Charles M. Hunt

Mr. /Ms.: _____

Title: Energy Manager

Title: _____

Address: 205 Wayland St., Marietta, GA 30060

Address: _____

Phone: 770/528-1061

Phone: _____

Fax: 770/528-2148

Fax: _____

E-Mail: _____

E-Mail: _____

SIC Code: _____

Approximate number of employees: 3500

Approximate number of facilities: 185

Headquarters location: Marietta, GA

Approximate square footage:

- Education _____
- Food Sales/Service _____
- Health Care XX
- Laboratory _____
- Lodging _____
- Manufacturing _____
- Mercantile and Service _____
- Office XX
- Parking Garage XX
- Public Assembly XX
- Public Safety XX
- Religious Assembly _____
- Warehouse and Storage XX
- Other XX

Sq. Footage to be determined during survey phase of program.

Is the organization signing this MOU a component of another organization? YES NO

If so, please provide the name of the parent organization: _____

What is the first day of your organization's next fiscal year? Nov. 1, 1997

Who referred you to the ENERGY STAR Buildings Program? Jim Winslett, Fulton Co, GA

Appendix B: DEFINITIONS

Eligible Facilities: For Stage 1 (GREEN LIGHTS Program) of the five-stage implementation strategy (see below), this includes the following domestic facilities: (1) all those owned and occupied; (2) all those leased from other parties under agreements that expire more than seven years after the effective date of this agreement; and (3) all those where the PARTNER is the majority or controlling owner and is currently leased to other parties, including facilities managed by property management firms and those of any component suborganizations (such as subsidiaries, divisions, and campuses). For Stages 2 to 5, eligible facilities are the same as above, but they are limited to spaces that are conditioned. Facilities that the PARTNER reasonably anticipates selling sooner than seven years after the effective date of this agreement are excluded. Although not covered by this agreement, EPA encourages PARTNER to upgrade facilities it owns and operates outside the United States.

Project Director: The individual responsible for ensuring that PARTNER successfully completes its commitments under the MOU and the point of contact for the Program.

Communications Director: The individual responsible for directing PARTNER communications efforts to ensure the organization is recognized for its environmental achievements in the ENERGY STAR Buildings Program and to educate PARTNER employees, stockholders, and customers about the Program.

Kick off Meeting: The initial meeting of the PARTNER project team with EPA or its representatives. The purpose of this meeting is to assemble all key individuals in the PARTNER organization with a stake in the ENERGY STAR Buildings Program and plan facility upgrades. Key individuals include senior managers in the following fields: facilities management, environmental compliance, corporate communications, finance, etc. The planning process will help maximize energy efficiency and costs by generating a complete facilities list, selecting a pilot building (see below), and estimating a complete upgrade project budget.

Pilot Building: The first facility designated by PARTNER to undergo the full five-stage implementation strategy (see below) of the ENERGY STAR Buildings Program. This set of upgrades is intended to provide the PARTNER with experience in planning, evaluating, and implementing upgrades in a single facility. PARTNER commits to completing all profitable (see below) upgrades in this eligible (see above) facility within two years after the effective date of this agreement.

Five-Stage Implementation Strategy: A flexible, step-by-step strategy for implementing comprehensive efficiency upgrades. The stages include the following:

1. GREEN LIGHTS Program;
2. Building Tune-Up;
3. Load Reductions;
4. Heating, Ventilation, and Air Conditioning (HVAC) Distribution System Upgrades; and
5. HVAC Plant Upgrades.

The five-stage implementation strategy is designed to achieve maximum energy savings at the lowest possible cost and accounts for the inter-system effects of comprehensive upgrades. Although PARTNER need not complete these stages sequentially, an important benefit of the sequential approach is that Stages 1 thru 3 reduce HVAC loads, which may significantly reduce the size and cost of equipment for Stages 4 and 5.

Lighting: All electrical and natural (daylight) lighting installations and systems, whether indoor or outdoor.

Short-Term Lease: A lease that will expire less than five years after the effective date of this agreement.

Profitable: A potential or actual project that provides an annualized, post-tax internal rate of return (IRR) that is equal to or greater than 20%, with an analysis term of at least 10 years. Projects that maximize energy savings while providing internal rates of return higher than twenty percentage points meet this criterion. IRR values may be calculated either on a stage-by-stage basis or a facility aggregate basis. For short-term leased space, a project is defined as "profitable" when it provides a simple payback term shorter than the remaining lease term. Organizations in financial distress may qualify for a different criterion.

Lighting Quality: PARTNER shall make all determinations affecting lighting quality and quantity, although PARTNER may seek EPA's advice about either.

Appendix C: CONTACTS

EPA publishes a monthly newsletter that provides news about events, new participants, media coverage, training opportunities, etc. We would be happy to send copies to 20 people in your organization, in addition to the ENERGY STAR Buildings Project Director and Communications Director. Our current participants usually designate these types of subscribers: managers and executives in the public affairs department, environment department, energy department, facilities management (regional managers or managers of major facilities), real estate department, strategic planning department, and corporate finance department. Please provide names, facsimile numbers, and e-mail addresses below.

1. Name Chuck Hunt
Fax 770/528-2148
E-Mail _____

8. Name _____
Fax _____
E-Mail _____

15. Name _____
Fax _____
E-Mail _____

2. Name John Reida
Fax 770/528-2148
E-Mail _____

9. Name _____
Fax _____
E-Mail _____

16. Name _____
Fax _____
E-Mail _____

3. Name David Hankerson
Fax 770/528-2606
E-Mail _____

10. Name _____
Fax _____
E-Mail _____

17. Name _____
Fax _____
E-Mail _____

4. Name Sam Young
Fax 770/528-2606
E-Mail _____

11. Name _____
Fax _____
E-Mail _____

18. Name _____
Fax _____
E-Mail _____

5. Name _____
Fax _____
E-Mail _____

12. Name _____
Fax _____
E-Mail _____

19. Name _____
Fax _____
E-Mail _____

6. Name _____
Fax _____
E-Mail _____

13. Name _____
Fax _____
E-Mail _____

20. Name _____
Fax _____
E-Mail _____

7. Name _____
Fax _____
E-Mail _____

14. Name _____
Fax _____
E-Mail _____