

**INTERLOCAL AGREEMENT BETWEEN
TRAVIS COUNTY AND THE CITY OF AUSTIN
FOR THE PROMOTION AND IMPLEMENTATION OF THE ZERO WASTE
INITIATIVE**

This Interlocal Agreement (“Agreement”) is made by and between Travis County, a political subdivision of the State of Texas and through its duly authorized County Judge, or designee (“the County”), and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas acting by and through its duly authorized City Manager, or designee (“the City”), hereinafter collectively referred to as the “Parties” upon the premises and for the consideration stated herein.

WITNESSETH:

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq.; and

WHEREAS, the County and the City share the goal of developing, promoting, and applying zero waste and sustainability strategies for the benefit of current and future generations; and

WHEREAS, the County and the City desire to enter into this Interlocal Agreement to establish common goals, provide for coordinated efforts, and cooperate to implement zero waste strategies;

NOW, THEREFORE, the County and the City agree as follows:

I. COMMON GOALS

A. In concert with the United Nations Urban Environmental Accord, the City’s Resolution Number 20090115-050 adopting a Zero Waste Strategic Plan, and consistent with recycling responsibilities of counties and municipalities as outlined in Texas Health & Safety Code Sec. 361.425 – 361.426, the City and the County agree that the goal of Zero Waste is defined as follows:

- (a) Reducing by 20% the per capita solid waste disposed to landfills by 2014, based upon the estimated quantity disposed amount of in 2009;
- (b) Diverting 75% of waste from landfills and incinerators by 2020; and
- (c) Diverting 90% of waste from landfills and incinerators by 2040.

B. The primary goal of this Agreement is to achieve the goal of zero waste through coordinated efforts of both regulatory programs by the City and non-regulatory programs by both Parties.

II. PROGRAMS

A. Lead by Example.

1. Using contracted services or other means, the Parties will each conduct evaluations of the waste streams of respective City and County departments, develop waste diversion programs for the departments where appropriate, and measure the waste reduction.
2. The Parties will provide office stream recycling at all City and County offices.
3. The Parties will work together to establish a list of best management practices, including practices that promote recycling and use of construction materials made of recycled material, to be implemented in existing City and County facilities and to be used in design and construction of new City or County facilities.
4. The City will continue to require that facility use agreements for events on City property or events sponsored by the City include the following zero waste requirements:
 - (a) restrictions on use of Styrofoam, glass, and single-use carryout bags; and
 - (b) requirements for litter control, waste management, and recycling by event organizers.
5. The County will update its facility use agreements for events on County property or events sponsored by the County to include the following zero waste requirements:
 - (a) restrictions on use of Styrofoam, glass, and single-use carryout bags; and
 - (b) requirements for litter control, waste management, and recycling by event organizers.
6. The County will consider updating its facility use agreements at time of renewal or next modification for food service vendors at County facilities to require diversion in the manner set out in City Code Chapter 15-6 Article 5 (*Universal Recycling*), hereinafter “URO”.
7. The County will consider updating its facility use agreements at time of renewal or next modification following adoption of commercial composting administrative rules to require for-profit food service vendors at County facilities to separate compostable waste from other waste streams to be diverted in a manner as set out in City Code.
8. The City will share training resources to include special event diversion standards in the facility agreements at County event facilities.

9. Staff representing the Parties will work together to:
 - (a) review methods to recover and recycle specialty materials such as tires, automotive fluids, automotive batteries, and scrap metal; and
 - (b) propose practices to achieve recovery and recycling of identified specialty materials for adoption by the City and County.
 - (c) County staff will coordinate with the Travis County Purchasing Department to ensure proposed methods and practices are consistent with procurement policies, property disposition requirements, and to maximize the generation of revenue.

B. Education.

1. The Parties will implement employee and public education campaigns to correspond to regulatory efforts made under this Agreement. The Parties agree to share education-related publications and video material for copying and distribution.
2. The Parties agree to collaborate on development of educational material relating to the zero waste strategy that will be distributed to schools by each Party.
3. The Parties may enter into additional Interlocal Cooperation Agreements to develop and fund public education campaigns.
4. The Parties agree to collaborate on training provided to businesses and multifamily properties regarding Zero Waste and the Universal Recycling Ordinance.

C. Community Drop-off and Reuse Facilities

1. The Parties will consider executing agreements to provide residential drop-off facilities for materials that are difficult to recycle including but not limited to large bulk items, household hazardous waste, batteries, oils, paints, antifreeze, and large brush.
2. The Parties will carry out the following steps in evaluating this effort:
 - a) evaluate existing locations provided by the City, County, and by private providers where the materials can now be recycled by the public;
 - b) identify the locational gaps and areas of opportunity whereby public recycling could be feasibly increased;
 - c) propose either County, City, or joint funding and staffing of a facility(s) for residential drop off and processing/re-use; and
 - d) implementation and operation are initiated.

D. Consistency in Service. The County and the City will work together to establish similar solid waste management, recycling, and composting services to be provided to commercial operations and residents of the City and County.

- E. Incentives. The City and County will collaborate on recognizing and/or rewarding businesses for their green business leadership.

III. TERM, TERMINATION

A. This Agreement shall be effective from and after the date of execution by all parties and remains in effect for twelve months unless terminated earlier under Section IV C or extended under Section IV B.

B. This Agreement shall automatically renew on the anniversary date for twenty-nine (29) successive one year terms, unless terminated under Section IV C. or D.

C. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 60 days, then the offended party shall have the right without further notice to terminate this Agreement.

D. This Agreement may be terminated by either Party following 30 days advanced written notice provided pursuant to Section V.E.

IV. MISCELLANEOUS

A. Severability. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intend of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality of invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement

B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.

C. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the County and the City Manager of the City of Austin or designee.

D. Entire Agreement. This Agreement constitutes the entire agreement between the City and the County. No other agreement, statement or promise relating to

the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

E. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand deliver and three days after deposit in the U.S. Mail in case of mailing. The address of the City for all purposes shall be:

City of Austin
Solid Waste Services Department
P.O. Box 1088
Austin, Texas 78767-1088
(512) _____

The address for the County for all purposes under this Agreement and for all notices hereunder shall be provided to the following:

Travis County
Transportation & Natural Resources Department
P.O. Box 1748
Austin, Texas 78767-1748
(512) 854-9383

and

Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748
(512) 854-9700

WHEREFORE, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

CITY OF AUSTIN

By: _____

Date: _____

Assistant City Manager

TRAVIS COUNTY

By: _____

Date _____

Cyd Grimes, C.P.M. CPPO,

Purchasing Agent

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

By: _____

City of Austin
Law Department

By: _____

Travis County Attorney's Office

DRAFT