

CURBSIDE ORGANICS COLLECTION AGREEMENT

This **Curbside Organics Collection Agreement** (“Agreement”) is entered into as of the _____, by and between the _____ (“Municipality”), and _____ (“Contractor”).

RECITALS

WHEREAS, the Texas Commission on Environmental Quality (TCEQ) reported that in the North Central Texas region alone, 11.8 million tons of waste were disposed of in landfills in 2023, making it the highest out of 24 different regions, and accounting for almost 30% of the state's total waste.

WHEREAS, the Municipality desires to implement a curbside organics collection program to reduce landfill waste, promote sustainability, and divert Organics Materials (e.g., food scraps, yard waste) from municipal solid waste streams; and

WHEREAS, the Contractor is engaged in the business of providing curbside waste collection and organics recycling services and has the expertise, equipment, and resources necessary to perform such services for the Municipality; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. DEFINITIONS

- **“Compost”** means the product resulting from the controlled biological decomposition of Organics Materials.
- **“Compostable Plastics”** means plastic materials, including but not limited to bags or cutlery made from biodegradable materials, that meet the ASTM D6400 standard for compostability.
- **“Contamination”** refers to materials outside of identified Organics Materials that are not accepted in the organics collection program due to the damage in the end products.
- **“Diversion”** refers to the amount of waste material redirected for recycling compared to the total amount of waste that was discarded.
- **“Food Scraps”** means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease.
- **“Food-Soiled Paper”** means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

- **“Organics Materials”** means biodegradable waste, including Food Scraps, Yard Trimmings, Food-Soiled Paper, and other organic materials that are suitable for composting or other diversion methods approved by local regulations.
- **“Program”** means the curbside organics collection program to be provided by the Contractor in accordance with this Agreement.
- **“Residential”** refers to services performed at and for residential premises, which include single family dwelling units of _____ or less dwelling units.
- **“Service Area”** means the geographic area within the City's jurisdiction where the Contractor shall provide curbside organics collection services.
- **“Service Period”** means the term of this Agreement, as set forth in Section 3.
- **“Yard Trimmings”** means leaves, grass clippings, brush, branches, and other forms of Organics Materials generated from landscapes or gardens.

2. SCOPE OF SERVICES

The Contractor agrees to provide the following services to the Municipality under this Agreement:

2.1 Collection Services

- The Contractor shall collect and transport Organics Materials from Residential properties within the Service Area, on a _____ basis, or as otherwise agreed upon.
- The Contractor shall provide all necessary bins, carts, or containers to residents for Organics Materials collection and shall ensure that these bins are clearly marked for Organics Materials.
- The Contractor shall replace lost or damaged bins, carts, or containers at the request of a resident or the Municipality.
- The Contractor shall perform regular route scheduling and collection, ensuring that all eligible households are serviced in a timely manner.
- Collection of Organic Materials from Residential properties shall occur between _____ on the day designated for collection.
- The Contractor shall provide door-to-door collection service at the same rate as the curbside collection service to any resident with a physical disability which limits or impairs the ability to walk, as directed by the Municipality.

2.2 Public Outreach and Education

- The Contractor shall assist the Municipality in developing and executing a public education program that promotes proper use of the curbside organics collection program, including acceptable and non-acceptable materials. The program must include specific steps designed to increase Diversion and Resident participation in the collection services, and measure the effectiveness of these efforts.
- The Contractor shall provide educational materials such as brochures, flyers, and digital resources to residents about the program.

- The Contractor shall establish and maintain a system for measuring and responding to issues of Contamination exceeding _____ %, subject to the Municipality’s approval.

2.3 Material Processing

- The Contractor shall transport collected Organics Materials to the approved composting or organic waste processing facility located at _____ in accordance with local, state, and federal regulations.
- The Contractor shall ensure that the Organics Materials collected pursuant to this Agreement is neither disposed of in a landfill nor utilized as alternative daily cover (“ADC”) at a landfill or other landfill application without prior written consent from the Municipality.
- The Contractor’s vehicle bodies shall be metal, completely enclosed, watertight and designed and manufactured in accordance with current industry standards for solid waste collection.
- The Contractor shall ensure that all collected materials are handled in an environmentally responsible manner and meet all diversion targets set by the Municipality.

2.4 End-Product Procurement

- The Contractor shall provide finished compost, either through sales or free giveaways, for use by residents and in Municipal operations.

2.5 Customer Service

- The Contractor shall maintain a customer service hotline and online support system for residents to report issues, ask questions, and request services (e.g., bin replacements, missed pickups).
- The hotline shall be manned by an operator on working days from 8:00 a.m. to 5:00 p.m. to receive any complaints or calls regarding the curbside organics collection program.

2.6 Recordkeeping, Reporting and Compliance

- The Contractor shall designate a person to serve as agent and liaison between the Contractor and the Municipality and shall maintain a means for contact.
- The Contractor shall prepare and submit _____ reports to the Municipality, detailing: (a) the total number of serviced Residence accounts; (b) monthly tonnage of Organic Waste collected; (b) monthly rates of Contamination; (c) record of each Residential property tagged or refused service due to Contamination; (d) record of customer satisfaction; (e) summary of educational services conducted; and other key performance metrics.
- The Contractor shall comply with all applicable local, state, and federal regulations regarding waste collection, organics processing, and environmental safety.

2.7 Right to Direct Changes

- The Municipality reserves the right to direct changes to the scope, frequency, routing, methods, processing standards, or other aspects of the collection and processing services provided by the Contractor. All directed changes shall be communicated in writing through a formal change order issued by the Municipality.
- If the directed change results in a change in the cost of performing services, the Contractor shall be entitled to a reasonable adjustment to the compensation under this Agreement.

3. TERM OF AGREEMENT

The term of this Agreement shall be _____ commencing on _____, with the option for one or more extensions upon mutual written agreement of the parties. The initial term shall expire on _____.

Following the completion of the service term, if a new contractor is selected to provide services, the Contractor shall provide the Municipality and new contractor with billing information, route lists, access codes to service certain areas, service levels, and other operating information to ensure there is no major break in service.

If, in the sole judgment of the Municipality, the Contractor fails or is unable to maintain essential services during an emergency or disruption, the Municipality reserves the right to temporarily assume responsibility for all or part of the services, either through municipal resources or a third-party provider.

4. COMPENSATION AND PAYMENT

4.1 Service Fees

- The Contractor shall bill the Municipality for the services described in this Agreement within _____ days following the end of the month, and the Municipality shall pay the Contractor on or before the _____ day following the end of such month.
- Such billing and payment shall be based upon a Pay-As-You-Throw (“PAYT”) system per household per month for the actual number of participating Residential properties, as follows:

Container Size	Charge per Month
Small (32 gallon) Organic Waste container	
Medium (64 gallon) Organic Waste container	
Large (96 gallon) Organic Waste container	

- Bins, carts, or containers replacements will cost _____ per set, and will be serviced at _____ per month per container.

4.2 Adjustments

- The Contractor may submit an annual request for price adjustments, based on changes in the Consumer Price Index (CPI) or other relevant economic factors, subject to the Municipality's approval.

4.3 Late Payments

- Any payment not received within _____ days of the due date shall be subject to a late fee of _____ per month on the overdue amount.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance

- The Contractor shall maintain at its own expense, throughout the term of this Agreement, the following insurance coverage:
 - Commercial General Liability insurance with coverage of at least _____ per occurrence.
 - Workers' Compensation insurance as required by law.
 - Automobile Liability insurance for all vehicles used in the performance of services under this Agreement, with coverage of at least _____ per occurrence.

5.2 Indemnification

- The Contractor agrees to indemnify, defend, and hold harmless the Municipality, its officers, employees, agents, and representatives from any and all claims, damages, liabilities, and expenses arising out of the Contractor's performance or failure to perform under this Agreement, except as caused by the negligence or willful misconduct of the Municipality.

6. PERFORMANCE STANDARDS AND PENALTIES

6.1 Performance Standards

- The Contractor agrees to meet the following performance standards:
 - Timely collection of organics materials as per the agreed schedule.

- Minimal Contamination in collected organics, with a target Contamination rate of % or less.
- Effective customer service response times, with no more than complaints per month.

6.2 Penalties for Non-Performance

- If the Contractor fails to meet the performance standards specified in Section 6.1, the Municipality may impose penalties, including but not limited to:
 - A monetary penalty of per incident.
 - Possible reduction in the payment for that billing cycle.
-

7. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to those related to waste diversion, environmental protection, and safety.

8. TERMINATION

8.1 Termination for Convenience

- The Municipality may terminate this Agreement at any time for convenience, with days' written notice to the Contractor. In the event of termination for convenience, the Municipality shall pay the Contractor for all services rendered up to the termination date.

8.2 Termination for Cause

- Either party may terminate this Agreement in the event of a material breach by the other party, which is not cured within days of written notice.
 - In the event of termination, the Contractor's surety shall have the right to take over and perform under this Agreement. However, if the surety does not commence performance, the Municipality shall take over performance by contract or expense of surety.
-

9. DISPUTE RESOLUTION

In the event of a dispute arising under this Agreement, the parties agree to first attempt to resolve the dispute through informal negotiation. If the dispute cannot be resolved informally, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the

and judgment on the award may be entered in any court having jurisdiction.

10. MISCELLANEOUS PROVISIONS

10.1 Independent Contractor

- The Contractor is an independent contractor and not an employee of the Municipality. The Contractor shall have no authority to bind the Municipality in any manner.

10.2 Entire Agreement

- This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

10.3 Amendments

- Any amendments to this Agreement must be in writing and signed by both parties.
-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MUNICIPALITY

By:
Name:
Title:
Date:

CONTRACTOR

By:
Name:
Title:
Date: