



Board of County Commissioners - Staff Report

Meeting Date: July 3, 2018

Presenter: Mari Allan Hanna

Submitting Dept: ISWR/Public Works

Subject: Consideration of FY19 Community Partner

Agreements for outreach and education related to minimizing waste

Statement / Purpose: To consider the approval of seven agreements (contracts for services) with RRR Community Partners who will conduct events, workshops, curriculum development, and awareness campaigns to expand the reach and further the impact of ISWR’s Road to Zero Waste initiative.

Background / Description (Pros & Cons): The Road to Zero Waste is an initiative of Teton County Integrated Solid Waste and Recycling (ISWR) aimed at conserving resources by minimizing landfill bound waste. Education and outreach efforts are critical to the awareness and engagement necessary to achieve waste diversion goals. In addition to internal programming, ISWR accepts applications from organizations in the community whose outreach and education efforts similarly target waste awareness and minimization. Applications are reviewed by ISWR staff and RRR Advisory Committee members. Partnerships are recommended based upon the strength of the proposed programming, alignment with ISWR outreach and education strategies, and the availability of ISWR’s budgeted education and outreach funds.

As an example of the success of this partnership model in expanding the reach and furthering the impact of ISWR’s Road to Zero Waste initiative, the following achievements were realized through the FY18 Community Partnerships:

- nearly 200 additional hours of outreach;
- contact with over 17,000 people;
- 4 new community audiences;
- 4 areas of added expertise and community integration; and,
- 2000 pounds of material diverted from the landfill.

For FY19, ISWR received funding requests totaling \$25,000.00; the largest number of applications and the highest funding amount ever requested. Staff and RRR Committee members completed a careful evaluation to identify the strongest applications and to bring the total requested amount to within the budgeted level of \$17,250.00. The result of this evaluation is represented in the summary of proposed FY19 partnerships below.

Exhibit	Organization	Program	Total
A	Slow Food in the Tetons	Zero Waste Event Pilot Program at the Winter and Summer Jackson Hole Peoples Market Events	\$3,000.00
B	Habitat for Humanity ReStore	ReStore Repair Café and Upcycling Workshops	\$1,200.00
C	JH Children’s Museum	“Re-Imagine It” Curriculum with TCSD #1	\$4,050.00
D	Art Association of Jackson Hole	Zero Waste Art Fairs and Other Event Administration	\$1,500.00
E	Center for the Arts	Functional and Visible Recycling Infrastructure and Operations at the Center for the Arts facility	\$4,000.00
F	Straw Free Jackson Hole	Education and Outreach Campaign Targeting Single-Use Plastic Straws	\$1,000.00
G	Hole Food Rescue	Market Research and Food Waste Education/Outreach Plan	\$2,500.00
Total			\$17,250.00

Stakeholder Analysis & Involvement:

Stakeholders include the organizations listed above, the audiences of residents and visitors alike who interact with the programming provided by each of these organizations, and the Jackson Hole/Teton County community in which increased waste diversion and sustainability awareness are an expanding aspect of the landscape and culture.

Community Partners are required to submit an end of year report to ISWR that summarizes programming and implementation and provides a measure/evaluation of the completed outreach.

*Organizational Excellence * Environmental Stewardship * Vibrant Community * Economic Sustainability*



Board of County Commissioners - Staff Report

Fiscal Impact: The total amount proposed for RRR Community Partnerships, \$17,250.00, is included in the FY2019 operating budget.

Staff Impact: Staff will work with Community Partners to provide materials, time, information and general support for the education and outreach programs and activities proposed by these organizations.

Legal Review: Gingery

Staff Input / Recommendation: Staff recommends approval of the FY19 ISWR Community Partnership agreements in the amount of \$17,250.00.

Attachments: Community Partnership Agreements, Exhibits A-G.

Suggested Motion: I move to approve the FY19 ISWR Community Partnership agreements with Slow Food in the Tetons, Habitat for Humanity ReStore, JH Children's Museum, Art Association of Jackson Hole, Center for the Arts, Straw Free Jackson Hole, and Hole Food Rescue in the amount of \$17,250.00.

**AGREEMENT FOR TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
COMMUNITY PARTNERSHIP – EXHIBIT A.**

This Agreement for Community Partnership (“Agreement”) is entered into this ____ day of July, 2018, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and Slow Food in the Tetons, PO Box 7290, Jackson, WY 83002 (hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to continue to develop programs to raise awareness about the community’s Road to Zero Waste and demonstrate zero waste event practices;

WHEREAS, Contractor has substantial skill and experience in zero waste event administration and demonstration; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to provide services for zero waste outreach and education; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide zero waste event administration and demonstration to the County.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed three thousand dollars and zero cents **(\$3,000.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of three thousand dollars and zero cents **(\$3,000.00)** without the prior written approval of the County. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after expiration of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on **June 30, 2019**. Contractor or County may terminate this agreement at any time with or without cause by giving 10 days written notice to the other its intent to terminate this contract; provided, however, that all costs incurred prior to such termination shall be payable to Contractor. The project schedule shall follow the schedule specified in the Community Partnership application submitted to ISWR. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This

agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement

and are to be given no legal effect.

H. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

Slow Food in the Tetons
P.O. Box 7290
Jackson, WY 83002

Until or unless changed by one party giving written notice of such change of address to the other party.

(remainder of page intentionally left blank)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of July, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chair
Teton County Board of Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

SLOW FOOD IN THE TETONS

Scott Steen, Executive Director

**AGREEMENT FOR TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
COMMUNITY PARTNERSHIP – EXHIBIT B.**

This Agreement for Community Partnership (“Agreement”) is entered into this ____ day of July, 2018, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and Teton Habitat ReStore, PO Box 4194, Jackson, WY, 83001 (hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to continue to develop programs to raise awareness about the community’s Road to Zero Waste and demonstrate zero waste practices;

WHEREAS, Contractor has substantial skill and experience in reuse and repair outreach and education; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to provide services for zero waste outreach and education; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide Repair Café and Upcycling Workshops to the County.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed one thousand two hundred dollars and zero cents **(\$1,200.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of one thousand two hundred dollars and zero cents **(\$1,200.00)** without the prior written approval of the County. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after expiration of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on **June 30, 2019**. Contractor or County may terminate this agreement at any time with or without cause by giving 10 days written notice to the other its intent to terminate this contract; provided, however, that all costs incurred prior to such termination shall be payable to Contractor. The project schedule shall follow the schedule specified in the Community Partnership application submitted to ISWR. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

Teton Habitat ReStore
P.O. Box 4194
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

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APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of July, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chair
Teton County Board of Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

Teton Habitat ReStore

Kendra Heimbeck, Executive Director

**AGREEMENT FOR TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
COMMUNITY PARTNERSHIP – EXHIBIT C.**

This Agreement for Community Partnership (“Agreement”) is entered into this ____ day of July, 2018, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and Jackson Hole Children’s Museum and Teton County Summer School Class (hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to continue to develop curriculum and programs to raise awareness about the community’s Road to Zero Waste;

WHEREAS, Contractor has substantial skill and experience in “Re-Imagine It” curriculum and instruction of English Language Learners;

WHEREAS, the County desires to contract with the Contractor and Contractor desires to provide educational curriculum related to reducing, reusing, recycling and composting; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide provide the “Re-Imagine It” curriculum.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed four thousand and fifty dollars and zero cents **(\$4,050.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of four thousand and fifty dollars and zero cents **(\$4,050.00)** without the prior written approval of the County. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after

expiration of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on **June 30, 2019**. Contractor or County may terminate this agreement at any time with or without cause by giving 10 days written notice to the other its intent to terminate this contract; provided, however, that all costs incurred prior to such termination shall be payable to Contractor. The project schedule shall follow the schedule specified in the Community Partnership application submitted to ISWR. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor’s employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker’s compensation, industrial accident, labor, or taxes of any kind. Contractor’s employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker’s compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party’s trade name or trademarks.

Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations,

understanding, representation, or consulting agreements whether written or oral. This agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the

Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

JH Children's Museum
P.O. Box 995
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

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APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of July, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chair
Teton County Board of Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

JACKSON HOLE CHILDREN'S MUSEUM

Jean Lewis, Executive Director

**AGREEMENT FOR TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
COMMUNITY PARTNERSHIP – EXHIBIT D.**

This Agreement for Community Partnership (“Agreement”) is entered into this ____ day of July, 2018, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and The Art Association of Jackson Hole, PO Box 1248, Jackson, WY 83001 (hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to continue to reduce, reuse and recycle at key community events;

WHEREAS, Contractor has substantial skill and experience in zero waste event administration and demonstration; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to provide services for zero waste event demonstration; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide zero waste event administration and practices at key community events.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed one thousand five hundred dollars and zero cents (**\$1,500.00**). Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of one thousand five hundred dollars and zero cents (**\$1,500.00**) without the prior written approval of the County. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after expiration of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on **June 30, 2019**. Contractor or County may terminate this agreement at any time with or without cause by giving 10 days written notice to the other its intent to terminate this contract; provided, however, that all costs incurred prior to such termination shall be payable to Contractor. The project schedule shall follow the schedule specified in the Community Partnership application submitted to ISWR. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

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Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This agreement cannot be modified, changed, or amended, except in writing signed by the

Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

Art Association of Jackson Hole
P.O. Box 1248
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

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APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of July, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chair
Teton County Board of Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

ART ASSOCIATION OF JACKSON HOLE

Mark Nowlin, Executive Director

**AGREEMENT FOR TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
COMMUNITY PARTNERSHIP – EXHIBIT E.**

This Agreement for Community Partnership (“Agreement”) is entered into this ____ day of July, 2018, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and The Center, PO Box 860, Jackson, WY, 83001 (hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to continue to raise awareness and provide access to programs and services related to the community’s Road to Zero Waste;

WHEREAS, Contractor has substantial skill and experience in maintaining a waste-aware facility and supporting zero waste event practices;

WHEREAS, the County desires to contract with the Contractor and Contractor desires to facilities and event programming that assists in reducing, reusing, recycling and composting; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide more functional and visible recycling bins in the theater area of the facility.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed four thousand dollars and zero cents **(\$4,000.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of four thousand dollars and zero cents **(\$4,000.00)** without the prior written approval of the County. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after expiration of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on **June 30, 2019**. Contractor or County may terminate this agreement at any time with or without cause by giving 10 days written notice to the other its intent to terminate this contract; provided, however, that all costs incurred prior to such termination shall be payable to Contractor. The project schedule shall follow the schedule specified in the Community Partnership application submitted to ISWR. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This

agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement

and are to be given no legal effect.

H. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

The Center
P.O. Box 860
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

(remainder of page intentionally left blank)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of July, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chair
Teton County Board of Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

THE CENTER

Martha Bancroft, Executive Director

**AGREEMENT FOR TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
COMMUNITY PARTNERSHIP – EXHIBIT F.**

This Agreement for Community Partnership (“Agreement”) is entered into this ____ day of July, 2018, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and Straw Free JH, PO Box 8896, Jackson, WY 83002 (hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to raise awareness about reducing single-use plastics as part of the Road to Zero Waste;

WHEREAS, Contractor has substantial skill and experience in outreach and education regarding efforts to reduce the prevalence single-use plastic straws; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to provide services to conduct outreach and education to reduce single-use plastic straws; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall provide education regarding the environmental impact of single-use plastic straws.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed one thousand dollars and zero cents **(\$1,000.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of one thousand dollars and zero cents **(\$1,000.00)** without the prior written approval of the County. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1) year after expiration of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on **June 30, 2019**. Contractor or County may terminate this agreement at any time with or without cause by giving 10 days written notice to the other its intent to terminate this contract; provided, however, that all costs incurred prior to such termination shall be payable to Contractor. The project schedule shall follow the schedule specified in the Community Partnership application submitted to ISWR. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understanding, representation, or consulting agreements whether written or oral. This

agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of the Agreement

and are to be given no legal effect.

H. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

Straw Free Jackson Hole
P.O. Box 8896
Jackson, WY 83002

Until or unless changed by one party giving written notice of such change of address to the other party.

(remainder of page intentionally left blank)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of July, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chair
Teton County Board of Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

STRAW FREE JACKSON HOLE

Julie Deardorff, Director

**AGREEMENT FOR TETON COUNTY
INTEGRATED SOLID WASTE AND RECYCLING
COMMUNITY PARTNERSHIP – EXHIBIT G.**

This Agreement for Community Partnership (“Agreement”) is entered into this ____ day of July, 2018, (hereinafter referred to as the effective date of the agreement) by and between Teton County, a duly organized county of the State of Wyoming, P.O. Box 1727, Jackson, Wyoming 83001 (hereinafter referred to as "County") and Hole Food Rescue, PO Box 2955, Jackson, WY 83001 (hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to raise awareness about reducing food waste and upholding the food waste hierarchy established by the Environmental Protection Agency;

WHEREAS, Contractor has substantial skill and experience in conducting education, outreach, and programming to minimize food waste; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to conduct market research and provide a food waste education and outreach plan; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

Article 1. Statement of Work

Contractor shall conduct market research and provide a food waste education and outreach plan.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed two thousand five hundred dollars and zero cents **(\$2,500.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of two thousand five hundred dollars and zero cents **(\$2,500.00)** without the prior written approval of the County. The amount of compensation shall not vary in any way whatsoever as a result of the time of day the services are performed or the number of hours during which services are performed in any given period of time. The County may examine all records of Contractor during reasonable hours for a period up to and including one (1)

year after expiration of this contract in order to audit and verify the aforesaid charges.

Article 3. Term and Termination Without Cause

The terms of this Agreement shall commence on the effective date of this agreement and shall expire on **June 30, 2019**. Contractor or County may terminate this agreement at any time with or without cause by giving 10 days written notice to the other its intent to terminate this contract; provided, however, that all costs incurred prior to such termination shall be payable to Contractor. The project schedule shall follow the schedule specified in the Community Partnership application submitted to ISWR. The provisions of Article 7 shall survive termination or expiration hereof.

Article 4. Place of Performance

Contractor shall be responsible for maintaining its own office facilities and will not be provided with either office facilities or secretarial support by the County. The Contractor shall supply at its own expense, all materials, supplies, equipment, and tools required to accomplish the work that is agreed to be performed in accordance with this agreement.

Article 5. Independent Contractor Status

It is understood and agreed the Contractor will provide the services under this Agreement on a professional basis and as an independent contractor and that during the performance of the services under this Agreement, Contractor's employees will not be considered employees of the County within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor, or taxes of any kind. Contractor's employees shall not be entitled to benefits that may be afforded from time to time to County employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, the County shall not be responsible for any such withholding or paying of taxes or social security.

Article 6. Trademark and Trade Name

This Agreement does not give either Party any ownership rights or interest in the other Party's trade name or trademarks.

Article 7. General Provisions

A. Entire Agreement

This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations,

understanding, representation, or consulting agreements whether written or oral. This agreement cannot be modified, changed, or amended, except in writing signed by the Parties.

B. Waiver

The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship

Nothing herein contained shall be construed to imply a joint venture, partnership, or principal-agent relationship between Contractor and the County; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.

D. Assignment and Delegation

Neither Party shall assign or delegate this Agreement or any rights, duties, or obligations hereunder without the express written consent of the other. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives, and assignees of the Parties hereto.

E. Severability

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as provided above, as the case may be.

F. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wyoming.

G. Paragraph Headings

The paragraph headings set forth in this Agreement are for the convenience of the

Parties, and in no way define, limit, or describe the scope or intent of the Agreement and are to be given no legal effect.

H. Declaration by Independent Contractor

The contractor declares and states that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this agreement.

Article 8. Notice

For purposes of this agreement, any notice shall be deemed properly sent and received when sent by certified mail with return receipt requested to the parties at the following addresses:

Teton County
P.O. Box 1727
Jackson, WY 83001

Hole Food Rescue
P.O. Box 2955
Jackson, WY 83001

Until or unless changed by one party giving written notice of such change of address to the other party.

(remainder of page intentionally left blank)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this _____ day of July, 2018.

TETON COUNTY, STATE OF WYOMING

Mark Newcomb, Chair
Teton County Board of Commissioners

Attest:

Sherry L. Daigle, Teton County Clerk

HOLE FOOD RESCUE

Ali Dunford, Executive Director