

**Board of County Commissioners - Staff Report****Meeting Date:** July 16, 2019**Presenter:** Carrie Bell**Submitting Dept:** ISWR/Public Works  
Agreements for ISWR outreach and education**Subject:** Consideration of FY20 Community Partner

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**Statement / Purpose:** To consider the approval of six agreements (contracts for services) with Road to Zero Waste Community Partners that will conduct educational 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):** Road to Zero Waste is an initiative of Teton County Integrated Solid Waste and Recycling (ISWR) aimed at minimizing landfill bound waste. In 2014, the Teton County Commission, and, in 2015, the Town Council, signed resolutions declaring an initial goal of 60% waste diversion from landfill by 2030. Education and outreach efforts are critical to raise awareness and engage the community to achieve waste diversion goals. ISWR accepts applications from local organizations whose outreach and education efforts target waste awareness and minimization. Applications are reviewed by ISWR staff and committee members. Partnerships are recommended based upon the strength of the proposal, alignment with ISWR outreach and education strategies, and the availability of funds.

The following achievements were realized through the FY19 Community Partnerships:

- nearly 300 additional hours of outreach;
- contact with over 25,000 people; and,
- Over 300,000 additional pounds of material diverted from the landfill.

ISWR staff prioritizes Community Partnerships that are most beneficial for Teton County's Road to Zero Waste. ISWR's approved FY2020 budget includes \$20,000 for Community Partnerships: \$10,000 to be allocated in July 2019 and \$10,000 to be allocated in April 2020. ISWR received funding requests totaling \$18,077.00 for the 2019 Partnerships, and proposes the following partnerships:

Exhibit	Organization	Program	Total
A	Slow Food in the Tetons	Farm-to-Fork Festival and Summer Jackson Hole Peoples Market "Road to Zero Waste" Events	\$2,500.00
B	Habitat for Humanity ReStore	Zero Waste Construction Signs	\$800.00
C	JH Children's Museum	"Re-Imagine It" Curriculum with TCSD #1	\$2,700.00
D	Art Association of Jackson Hole	Zero Waste Art Fairs/Reusable Cup Purchase	\$1,000.00
E	Straw Free Jackson Hole	Business Recognition and Education Targeting Single-Use Plastic Straws	\$1,000.00
F	Hole Food Rescue	Food Donor Awareness Project	\$2,000.00
Total			<b>\$10,000.00</b>

**Stakeholder Analysis & Involvement:**

Stakeholders include the organizations listed above, their audiences of residents and visitors alike, and the entire 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.

**Fiscal Impact:** The total amount proposed for Road to Zero Waste Community Partnerships, \$10,000.00, is included in the approved FY2020 operating budget.**Staff Impact:** Staff will work with Community Partners to provide materials, information and general support for the education and outreach programs and activities proposed.

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



**Board of County Commissioners - Staff Report**

**Legal Review:** Gingery

**Staff Input / Recommendation:** Staff recommends approval of the FY2020 ISWR Community Partnership agreements in the amount of \$10,000.00 and as detailed in the staff report.

**Attachments:** Six Community Partnership Agreements

**Suggested Motion:** I move to approve the FY2020 ISWR Community Partnership agreements in the amount of \$10,000.00 and as detailed in the staff report.

**AGREEMENT FOR TETON COUNTY  
INTEGRATED SOLID WASTE AND RECYCLING  
COMMUNITY PARTNERSHIP**

This Agreement for Community Partnership ("Agreement") is entered into this \_\_\_\_ day of July, 2019, (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 education and waste diversion efforts to the County at the People's Market and Farm-to Fork Festival. See Exhibit A.

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 and 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 and 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, 2020**. 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, 2019.

**TETON COUNTY, STATE OF WYOMING**

\_\_\_\_\_  
Natalia D. Macker, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**SLOW FOOD IN THE TETONS**

\_\_\_\_\_  
Scott Steen, Executive Director

## **Exhibit A:**

### **Project Summary:**

Slow Food in the Tetons is requesting \$4,000 to support zero waste education and waste diversion efforts at the Farm-to-Fork Festival and People's Market. The Farm-to-Fork Festival is a daylong event dedicated to education around local and regional agriculture and sustainable food systems. The event will take place on October 5<sup>th</sup> at the Center for the Arts and is a collaboration between Slow Food in the Tetons and Central Wyoming College. Our goal is to have at least 1,000 attendees. The Farm-to-Fork Festival is intended to be accessible to the entire community, to be family friendly, and to offer a variety of free and low-cost activities. The day will include four to six workshops on sustainable food systems (including zero waste education), an all-day People's Market on the Center for the Arts lawn (with an ISWR booth), guided market tours, cooking classes, and a series of speakers and panel discussion.

The People's Market is a farmer's market run by Slow Food in the Tetons. It is a fun and popular community gathering where local food producers and other vendors sell food and artisan goods. There are sixteen summer markets every Wednesday afternoon in the Summer and Fall, and nine winter markets every other Saturday in the Winter and Spring. We estimate that the total People's Market year-round attendance in 2018 was over 50,000 people.

Since the partnership between ISWR and Slow Food in the Tetons began, our organization has helped to bring zero waste events and event planning to the forefront of the community. Our ongoing partnership has allowed the People's Market to achieve a 78% waste diversion rate and dramatically reduce waste at every other Slow Food event and program. The partnership has also helped Slow Food to attain a fleet of reusable plates/bowls/cutlery/ramekins/cups/glasses that multiple other organization continually borrow year-round for other events which has created public expectation that all community events should offer waste diversion resources. The Farm-to-Fork Festival will be the culminating People's Market of the season. We are requesting funding to support zero waste education and waste diversion at the Farm-to-Fork Festival specifically, but many of the resources will also be used at the People's Market. See budget for details.

### **Explanation of Community Need:**

Teton County has a goal to attain a 60% waste diversion rate by 2030. Two important strategies outlined by ISWR staff to achieve this waste diversion goal are to reduce the amount of waste created around events, and to use effective public outreach and education to engage visitors and residents with Zero Waste-based education and actions. A huge amount of waste is sent to the landfill every year as a result of events in our community. These events have the opportunity to provide education and outreach to thousands of visitors and Teton County residence. In partnership with ISWR, Slow Food in the Tetons is working to meet the community need for stronger event-based waste diversion and zero waste outreach and education.



**How our Project will Reflect and Promote the Zero Waste Campaign:**

- The Farm-to-Fork Festival will feature an all-day People's Market on the Center for the Arts lawn. Just as in years past, Slow Food will divert waste at Zero Waste Stations (recycle, reuse, compost, waste) and have a zero-waste goalie positioned at these stations to avoid contamination and to provide information about the Teton County's Road to Zero Waste. This will happen at both the Farm-to-Fork Festival and all People's Markets in 2019/20.
- The RRR logo will be on all custom stainless-steel reusable cups used at the Farm-to-Fork event and at the People's Market.
- Slow Food will hang the Teton County RRR Zero Waste Green Event Recognition banners at the People's Markets.
- Slow Food can make recommendations to ISWR for "best practices" in creating and sustaining a Zero Waste Event in the follow-up report.
- ISWR can have a free booth at the event's People's Market and in the Center for the Arts lobby area. This could be an opportunity to talk about key Road to Zero Waste initiatives such as Composting, Pay as you Throw, and C&D Waste Diversion. ISWR is also welcome to have a booth at select People's Markets in the summer and winter.
- Two of the event workshops will cover the topics of composting and home gardening, both skills that encourage waste diversion.
- Curtis Haderlie with WyoFarm Composting will have a booth and give People's Market tours during the event. This will be an opportunity for education and outreach around alternative composting options for Teton County residents.
- All zero waste stations will feature Teton County ISWR educational signs.
- Slow Food will collect compost at all cooking classes to be composted.

**Anticipated Community Impact:**

We will increase awareness of Teton County's Zero Waste efforts and reduce waste from events in general in Teton County. The best practices and insights we discover running the Farm-to-Fork Festival and People's Market will impact other organizations and help set a precedent encouraging them to work toward stronger waste diversion at their own events. Initial success of this model of replication has been demonstrated at Eco Fair, the Hole Food Rescue Annual Million Pounds Party, Model UN, and several other events that have adopted our strategies and borrowed our fleet of reusable dishware. The Farm-to-Fork Festival workshops, People's Market tours, cooking classes and panel discussion will raise awareness about food waste and teach waste diversion skills such as home composting and how to engage in local food systems (rather than industrial food which is heavy in packaging and upstream waste).

**Evaluation Strategies Your Organization Intends to Employ:**

Slow Food will survey event attendees to ascertain general knowledge of food waste and Teton County's Zero Waste program. We welcome ISWR's ideas for survey questions.

We will track how many event and market goers bring their own cup to the Festival and to People's Market. We will also track plate/cup/bowl/flatware use. We will track the diversion rate and

contamination rate of materials. To measure waste diversion, we'll estimate quantities of materials collected and then use a volume to weight conversion. This information will in part help us to evaluate the effectiveness of Zero Waste Event strategies. The success of this partnership will ultimately be evaluated on how replicable and effective it is at other events in reducing waste, and whether this program shifts how events deal with waste in our community.

**Project budget for the October 5<sup>th</sup> Farm-to-Fork Festival:**

<b>Income</b>	
ISWR Partnership funding (pending)	\$2,500
Youth Philanthropy Grant	\$4,000
Travel & Tourism grant funding (pending)	\$3,000
CWC and Slow Food funds	\$7,000
TCCD TAC Grant	\$4,000
Ticket sales proceeds	\$2,000
People's Market weekly vendor fees	\$2,000
total	\$24,500
<b>Expenses</b>	
Speakers (Alice Waters, John Iker, Marion Nestle we hope)	\$8,000
Tent rental	\$3,000
Center for the Arts rental	\$3,000
Food costs	\$2,000
Workshop instructor fees and supplies	\$1,500
Administrative	\$2,000
Marketing	\$1,500
100 stainless steel cups, 300 durable plastic cups*,**	\$1,000
Dishwashing expenses	\$700
Zero Waste specific workshop supplies**	\$500
Compost service fees	\$300
Zero Waste specific signs and marketing*,**	\$500
500 reusable plates & bowls*,**	\$500
total	\$24,500
NET	\$0
<p>* These items will also be used at all People's Markets and other Slow Food events during the 2019/20 seasons and to help with zero waste education and outreach and to increase waste diversion.</p> <p>**Community Partnership funding to directly support these line items.</p>	

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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 construction practices;

WHEREAS, Contractor has substantial skill and experience in zero waste construction; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to purchase zero waste construction signs; 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 purchase zero waste construction signs and outreach materials for their zero waste construction sites which are visible and available to contractors, subcontractors, staff and volunteers. See Exhibit A.

Article 2. Compensation and Payment

The County agrees to pay Contractor, as full compensation for all services provided hereunder, an amount not to exceed eight hundred dollars and zero cents **(\$800.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of eight hundred dollars and zero cents **(\$800.00)** 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

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### 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.

(remainder of page intentionally left blank)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this \_\_\_\_\_ day of July, 2019.

**TETON COUNTY, STATE OF WYOMING**

\_\_\_\_\_  
Natalia D. Macker, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**Teton Habitat ReStore**

\_\_\_\_\_  
Kendra Heimbeck, Executive Director

## Exhibit A:

### Continuing Road to Zero Waste Construction Site

**Summary:** In June 2017, Habitat for Humanity of the Greater Teton Area (Teton Habitat) broke ground on our largest project to date, The Grove, Phase III. In collaboration with Teton County Integrated Solid Waste and Recycling (ISWR), The Grove construction site became the first model of a Zero Waste Construction Site. In the first year of the project, Teton Habitat diverted 25,737 pounds of material from the landfill, a 45% diversion rate for the overall project. Teton Habitat is requesting support from Teton County ISWR to continue our Zero Waste Construction Site efforts. The support provided through this grant will help with waste diversion cost through the support of covering the cost of cardboard recycling as well marketing and outreach efforts.

**Explanation of Community Need:** Almost 40,000 tons of waste is generated in Teton County each year by visitors, businesses, and residents. Approximately 70% of this waste is then sent over 100 miles away for landfill disposal. The heaviest and most dense of this landfilled material is construction and demolition waste. In 2015, the EPA estimated that 548 million tons of Construction and Demolition debris were generated in the United States, which is more than twice the amount of generated Municipal Solid Waste. In 2014, Teton County Commissioners passed a resolution to adopt Zero Waste model as a guiding principle and began working on a plan. The Town of Jackson approved the Zero Waste Resolution in 2015, which calls for 60% diversion by 2030. In order to achieve the goals, set by the Zero Waste Initiative, we must focus on the diversion of construction waste. Our project aims to continue the efforts already set forth in the collaboration of ISWR and Teton Habitat. We aim to continue leading the Road to Zero Waste Construction Site Model by gaining more knowledge through experience and educating more community members.

**Specify how your project will reflect and promote the Zero Waste campaign:** Teton Habitat's Zero Waste Construction Site Model supports the goals of the Zero Waste campaign by diverting, separating and recycling construction waste. Our project supports a circular movement of materials by recycling metal, cardboard, wood and household recyclables. Each day volunteers, sub-contractors, and community members receive education about the Road to Zero Waste campaign at the Habitat jobsite. Teton Habitat utilizes our audience to maximize the Road to Zero Waste campaign's community engagement and education by being a working model of Road to Zero Waste.

Additionally, Teton Habitat will share learnings from the Zero Waste Construction Site Model with ISWR, contractors and waste disposal professionals. This sharing of information can help to promote Zero Waste construction sites in the community as well as inform changes to the practices of waste sorting and removal on construction sites in order to enable more contractors to engage in the practice.

#### Projected Budget: Proposed Budget For Teton Habitat Community

##### Partnership Grant Request

Feb-19

##### Budgeted Expenses

##### Marketing

New signs and outreach materials	\$800.00
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<b>Total Expense</b>	<b>\$800.00</b>
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<b>Partnership Request 2019</b>	<b>\$800.00</b>
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**AGREEMENT FOR TETON COUNTY  
INTEGRATED SOLID WASTE AND RECYCLING  
COMMUNITY PARTNERSHIP**

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Witnesseth

WHEREAS, the County desires to continue to develop and expand 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 the "Re-Imagine It" curriculum which focuses on reduction, reuse, and recycling to 1<sup>st</sup>-4<sup>th</sup> graders and improve upon older curriculum to match developmental levels and include zero waste education during summer 2019. See Exhibit A.

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 and seven hundred and zero cents (**\$2,700.00**). Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of two thousand and seven hundred and zero cents (**\$2,700.00**) 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

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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.

(remainder of page intentionally left blank)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this \_\_\_\_\_ day of July, 2019.

**TETON COUNTY, STATE OF WYOMING**

\_\_\_\_\_  
Natalia D. Macker, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**JACKSON HOLE CHILDREN'S MUSEUM**

\_\_\_\_\_  
Jean Lewis, Executive Director

## **Exhibit A:**

### **Teton County Integrated Solid Waste and Recycling RRR Program Partnership Grant Request 2019**

- **Summary of the project**

Through this grant provided by Teton County Integrated Solid Waste and Recycling (TCISWR), the Jackson Hole Children's Museum (JHCM) will collaborate for the month of July with 1<sup>st</sup> through 4<sup>th</sup> graders of Teton County School District #1 (TCSD#1) summer school on a collaborative program that addresses waste management in Teton County and the TCISWR's Road to Zero Waste campaign. Each grade level class is made up of 18-25 students (for a total of 80-90 students), with an average of 75% of each class being English Language Learners (ELL). Each grade level will spend 2-3 afternoons per week with a Jackson Hole Children's Museum educator either at the Museum, at school or on a field trip to the TCISWR facilities engaged in our "Re-Imagine It!" curriculum. This curriculum is project-based, focuses on a new RRR theme each year, and has a social action outreach component. It has been tested and refined over the past 6 years of this partnership, and through feedback and reflection, gets better and more powerful each year. This curriculum not only teaches students about best RRR practices in our community, but also brings awareness to the role they play as RRR ambassadors. This year, we hope to make a few changes to broaden our reach to multiple grade levels, spending less time with just fourth graders and more time with 1<sup>st</sup> through 4<sup>th</sup> graders.

The Jackson Hole Children's Museum and Teton County School District #1 have a wonderful partnership bringing engaging and hands-on STEAM programming to all K-5 students across Teton County. JHCM recognizes that TCSD#1 has stringent education standards to keep up with and, as a result, they are selective when choosing outreach programming that can help to fulfill these standards. JHCM knows these standards well and understands how to create programming that meets both their standards and the ISWR RRR grant obligations. For this reason, JHCM is a great partner in collaborations such as these with our expertise in standards-based and project-based programs.

During the summer of 2019, JHCM hopes to implement "Re-Imagine It!" curriculum to reach a larger number of students from 1<sup>st</sup> grade to 4<sup>th</sup> grade. The reason behind this is two-fold. First, the school district has tightened up the standards and requirements for summer school that each grade level has to meet across all disciplines, particularly in language arts and math. This leaves less time for special, outside projects. For the past 6 years, we have spent approximately 25 to 35 hours per summer with just fourth grade, taking up some of their valuable time to meet their other requirements. We are given less

and less time every year with just one grade level. For this reason, JHCM would like to propose a new paradigm that will broaden our reach from an average of 20 kids to 80 kids, and lessen our time with just one grade level so they can meet their other requirements.

JHCM would like to create an interactive and progressive program for 1<sup>st</sup> through 4<sup>th</sup> graders that meets each grade level at their respective developmental levels of learning and will inspire children, their families and their peers to become supporters of the Road to Zero Waste campaign from TCISWR. We believe the theme should address the upcoming plastic bag ban, concepts of over-packaging and single-use packaging and should ZERO in on what ZERO waste really means. Each grade level will become experts on one aspect of the Road to ZERO Waste Campaign. This multi-grade collaboration will culminate in a social action visual art project to be displayed to the public to compel our community to work towards the Road to Zero Waste vision.

- **An explanation of community need**

Educating the public about waste management is a big job! We are living in a time of mass consumption of cheap products and convenient single-use packaging that is thrown out in a blink of an eye and forgotten about forever with an “outta sight outta mind” mentality. It is clear that TCISWR prioritizes community education and outreach to better inform the public about what it takes to manage waste in our beautiful, remote, mountainous, wintry and pristine Jackson Hole valley. It’s hard to change the habits of adults who lead extremely busy lives and who have become so accustomed to convenience. It’s time to instill good waste management habits in our children while they are young and curious and inspired to make the world a better place. When children are impassioned and given the tools to provoke change, they can be a very powerful resource, willing to educate their families and communities. In Jackson Hole, many Latino families are limited in their exposure to RRR practices. Depending on their background, they may be from communities and cultures that do not have comprehensive recycling facilities or education programs. By educating the children in a public-school setting, we can promote effective RRR practices throughout our community.

Another great community need that is often overlooked is the recognition that planning, creating and implementing developmentally appropriate curriculum that is engaging, enriching and inspiring takes time and expertise. JHCM appreciates the ISWR’s recognition that we have the expertise, desire and ability to create such programs for children of all ages.

- **Specify how your project will reflect and promote the Zero Waste campaign**

During the summer school session, students will learn about our community’s waste practices and infrastructure, including landfills, recycling facilities, composting options and repurposing avenues. They also learn about how to make choices that are waste-free! This summer, a potential theme to examine more closely could be around packaging and bagging, given the upcoming ban on plastic bags in Jackson Hole. This directly relates to the Road to Zero Waste campaign. The reason we call the curriculum, “Re-Imagine It” is because we will incorporate developmentally appropriate building/engineering and artistic

opportunities with recycled materials for each grade level. This curriculum is a fun and engaging way for students to explore what happens to waste and how and why to be RRR stewards in our community. We will incorporate the Re-Imagine-It creations into the social action art project that will be displayed publicly as a way to inform the community how school kids are participating in the Road to Zero Waste campaign. Because we value student-centered learning, planning, design and creation, we will not know what this art piece will look like until it is completed, but we can assure all of you that it will be compelling! Shifting our reach from just 20 fourth graders, to 80 or more students from multiple grades will broaden the impact of the Road to Zero Waste campaign. Not only will we expose more students to the RRR+Compost principles but we will also reach more teachers and parents in this process. We will ensure that the work these students do goes home in such a way to educate family members about the Road to Zero Waste campaign. In addition, as RRR ambassadors, students will bring new knowledge to their classrooms in the Fall and will work to facilitate best practices in their communities. Teachers can also be great advocates for educational collaborations that promote community improvements.

- **Anticipated community impact**

JHCM strives to educate the community on the importance of RRR in order to promote best practices in the next generation. Education and outreach provoke change! By inspiring school-aged children, we are encouraging the leaders of tomorrow. Children are always excited to bring their new knowledge to their families and friends during the greater school year. Through our 2019 “Re-Imagine It!” curriculum, these children will gain a deep understanding and integrate this knowledge into their communities. With our new model, we will reach 80+ students from multiple grades to broaden the impact of the Road to Zero Waste campaign – exposing more students to the RRR+Compost principles and reaching more teachers and parents in this process. The social action visual art component will help to educate the community on the visionary Road to Zero Waste campaign.

- **Evaluation strategies your organization intends to employ**

A brief interview will be given to all participants prior to the start of programming and at the end of programming to evaluate changes in students’ attitudes and practices around RRR principles. A photo journal of the project will be created as part of a final report, along with an evaluation of impact through tracking numbers of students and community members who benefitted from the project. The social action art project and signage created by the students will also have a presentation component on the last day of summer school. This will be a final assessment of student knowledge and their ability to relay this new knowledge about sustainable RRR practices to their peers and the community.



- **Project Budget : Total Request: \$2,700.00**

Based on approximately 35 hours 1<sup>st</sup> through 4<sup>th</sup> grade programming

**INCOME:**

RRR Grant Request	\$2,700.00
Family Passes - In Kind	\$800.00
<b>Total Income</b>	<b>\$3,500.00</b>

**EXPENSES:**

Project Administration - 15 hours	\$350.00
Lead Teacher: Planning and Teaching - 50 hours	\$1,250.00
Support Teacher: Teaching - 30 hours	\$600.00
Supplies for Afternoon Classes*	\$0.00
Supplies for Final Project	\$500.00
Family Passes	\$800.00
<b>Total Expense</b>	<b>\$3,500.00</b>
<b>Net</b>	<b>\$0.00</b>

\*ISWR and JHCM will work together to locally source otherwise landfill bound supplies.

**AGREEMENT FOR TETON COUNTY  
INTEGRATED SOLID WASTE AND RECYCLING  
COMMUNITY PARTNERSHIP**

This Agreement for Community Partnership ("Agreement") is entered into this \_\_\_\_ day of July, 2019, (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 purchase and provide reusable cups at community events to support zero waste practices. See Exhibit A.

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, 2020**. 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

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.

(remainder of page intentionally left blank)

APPROVAL AND EXECUTION

IN WITNESS WHEREOF the parties have executed this agreement on this \_\_\_\_\_ day of July, 2019.

**TETON COUNTY, STATE OF WYOMING**

\_\_\_\_\_  
Natalia D. Macker, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**ART ASSOCIATION OF JACKSON HOLE**

\_\_\_\_\_  
Bronwyn Minton, Executive Director

## **Exhibit A:**

### **Teton County Integrated Solid Waste and Recycling**

#### **2019 Community Partnership Application**

**Request: \$1,000.00**

#### **Project Summary**

The Art Association of Jackson Hole seeks funding support to enhance Zero Waste efforts at Art Fair Jackson Hole; namely, we will use funds to purchase stainless steel drinking cups and eliminate the sale of bottled water. We will also include literature on the plastic bag reduction ordinance in the merchandise tent where we sell branded canvas tote bags. Excess bags, at the conclusion of both Art Fairs, will be donated to local community members.

#### **Explanation of Community Need**

Art Fair Jackson Hole is the Art Association's single largest fundraising event, with wide-scale community impact. Each Fair attracts 6,000 attendees, and the demographics are a healthy mix of locals, second home-owners and tourists alike. Each Fair includes approximately 150 artists from across the country, and is supported by approximately 100 staff, volunteers and Board Members. We have made efforts to promote Zero Waste at the Fairs; last year, our Community Partnership grant supported the purchase of additional recycling bins and improved recycling signage. We are very eager to reduce plastic waste at the events, and eliminating bottled water sales will be an important step forward. During the long, hot summer days attendees, artists and volunteers are frequently asking for bottled water to purchase, and we will now be able to give them complimentary, reusable drinking cups and direct them to the water fountains and JH20 water station. Canvas bag sales are an important part of our Art Fair revenue each year, and we are very pleased that this initiative will align with the plastic bag reduction ordinance. This year, we will donate all excess bags to local community members at the conclusion of the Art Fairs. We will also include literature on the ordinance at the merchandise booth to educate both locals and visitors.

#### **How will project reflect and promote the Zero Waste campaign?**

Our efforts to reduce plastic waste and promote the use of canvas bags directly aligns with the objectives of the Zero Waste campaign. Our project will directly reach residents and visitors alike at the large-scale Art Fairs, and provide real-time solutions to waste reduction. Our efforts will directly encourage everyday community habits aligned with Zero Waste. We welcome ISWR staff to be on-site at the Fairs to further educate community members, as well as feedback/advice on our Fairs at large.

#### **Project Budget (attached)**

#### **Anticipated Community Impact**

We anticipate the drinking cup initiative will eliminate the waste of at least 500 water bottles. Attendees will take home the drinking cups and canvas bags, stretching the longevity and usefulness of the reusable material. We anticipate distributing approximately 200 donated bags following the conclusion of the Art Fairs. These large-scale events will serve as a meaningful opportunity to educate the community, and visitors, about our County's commitment to recycling and waste reduction.

## Evaluation Strategies

We will evaluate the project quantitatively and qualitatively:

- Survey/ask attendees for feedback on drinking cup initiative
- Record # of drinking cups per Fair
- Estimate plastic waste diverted
- Assess canvas bag sales

## ***Art Association of Jackson Hole***

### ***2019 Community Partnership Application***

#### **Income**

\$1,000 Community Partnership Grant (pending)

\$2,100 Community Foundation Microgrant (pending)

#### **Expense**

\$2,600 - 500 Branded Stainless-Steel Drinking Cups

\$500 - Printing/Marketing

\$2,400 - Volunteer Time (In-Kind)



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INTEGRATED SOLID WASTE AND RECYCLING  
COMMUNITY PARTNERSHIP**

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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 to the public and to restaurants in addition to business recognition of existing straw-free restaurants. See Exhibit A.

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

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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.

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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

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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, 2019.

**TETON COUNTY, STATE OF WYOMING**

\_\_\_\_\_  
Natalia D. Macker, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**STRAW FREE JACKSON HOLE**

\_\_\_\_\_  
Julie Deardorff, Director

## Exhibit A:



### TAKE THE PLEDGE & HELP MAKE A CHANGE

- **Summary of the Project**

Straw Free JH is a local volunteer group, formed in the fall of 2016 dedicated to eliminating single-use plastic straws in Teton County. We have been partnering with TCISWR to achieve Zero Waste since 2018.

To achieve our mission, we are taking an educational approach that targets both restaurants, which are the primary source of straws, and straw users/the general public.

#### Ongoing goals from last year:

- 1. Eliminate the use of single-use plastic straws and cocktail stirrers in all non-fast food restaurants in Teton County**
  - a. Tier 1: Have all restaurants in Teton County provide straws and cocktail stirrers upon request only. Tier 1 will be considered a 'member of SFJH'
  - b. Tier 2: In addition to #2 above, for the straws and stirrers that are served, use non-single-use plastic options (ie, paper) or reusable straws such as bamboo or metal. 'Compostable' straws and stirrers are acceptable but not preferred. Tier 2 restaurants will be considered a 'premier member of SFJH'.
- 2. Educate the general public about the negative environmental impact associated with single-use plastic straws and other single-use plastics.** Offer direction of how to change behavior and reduce waste through modifying purchasing choices.
  - a. Specifically, our goals are to:
    - i. Have the general public (dining and drinking patrons) to request that their drink be served without a straw ("No straw please")
    - ii. Have the general public use paper or reusable straws at home, if they must use straws
    - iii. Have informational/educational booths at appropriate venues (ie, the People's Market, The Ecofair, the Art Fair, etc).
    - iv. Publish at least 2 printed publications a year in the News & Guide and be interviewed on KHOL at least once a year

- v. Have happy hour events at Tier 1 or Tier 2 restaurants to publicize the plastic-straw free message

### **3. Provide educational events to the schools**

- a. Put on presentations, show films, engage students in 'hands on' interactive projects as well as citizen-based science projects (ie, tracking litter via the app Litterati)

### **4. Continue local collaborations as well as global collaborations (ie, Lonely Whale)**

- a. Although we are working locally, similar initiatives are occurring across the globe. In the process of networking, our efforts have been acknowledged by a global straw-free campaign led by Lonely Whale, <https://www.lonelywhale.org/>. Lonely Whale has worked with Straw Free JH in 2018 to position Jackson as an exemplary pilot city for successful local activism in the effort to eliminate plastic straw use.

In addition to continuing our goals from last year, we are making a conscious shift to acknowledge the criticism of the global straw-free movement. Namely, there are bigger fish to fry. Thus, we are dedicated to making sure we always tie our goals/statements to the larger issue at hand: *reducing single-use plastics in general*. Straws truly can be a gateway drug. As part of that effort, our goals include:

1. **Roll out 'Citizen-Based Science'** – collecting/reporting litter data to learn more about what are the most prevalent types of litter here, locally, in our own town.
  - a. Have the public and, in particular the schools, start using the app 'Litterati' which allows the tracking of litter
  - b. Collect litter data, using spreadsheets, in collaboration with CWC during the **May 11, 2019 Community Clean-Up**
2. **Promote 'plogging' and roll-out 'plogging' events – in the schools and for the general public**
  - a. 'Plogging' is a global trend which involves jogging & picking up trash
3. **Create single-use plastic art projects to be displayed in public places**
  - a. Project 1: Use single-use plastics collected during the May 11, 2019 Community Clean-Up
  - b. Project 2: Use discarded plastic straws that we collect in certain local establishments over a defined time period

#### **4. Create a Single-Use Plastics Task Force in JH**

- a. Expand our collaboration with other local organizations & individuals who are passionate about decreasing single-use plastics with the goal of creating a single-use plastic-free JH. This includes discussions regarding ordinances, acknowledgements to establishments (stickers on their doors), etc.
- b. *We had our first meeting on February 12, 2019*

To reach our goals, we have been and continue to contact restaurants directly and educate our community.

- **In regards to restaurants**, we have contacted 45 restaurants (with 30 of these restaurants contacted in 2018) and 39 of these are onboard for serving straws upon request only.
- **In regards to outreach in the schools**, we have given presentations (ie, the Community School and Journeys School with presentations planned for Colter Elementary and JH High School), posted educational flyers, and distributed SFJH stickers with the goal of increasing recognition of our initiative.
- **In regards to community outreach to the general public**, we have and will continue to have educational booths at appropriate events, place ads in the paper, have interviews on KHOL, give presentations at relevant venues (the library, environmental/green events, town council meetings, TedX, etc.) actively post on our Facebook and Instagram accounts, and coordinate straw-free happy hours.
- **We want the elimination of plastic straw use in Teton County to be a community wide effort and accomplishment that everyone takes pride in.**

***To see more details regarding our 2019 goals, please see our 2018 Progress and 2019 Goals Report Document.***

- **Explanation of Community Need**

Although Jackson is a small town by national standards, millions of visitors pass through Teton County annually and the Chamber of Commerce estimates the majority of visitors dine at least once during their stay. Concurrently, the majority of beverages that are served with a meal, come with a plastic straw (as “straw” includes cocktail stirrers/straws as well as traditional sipping straws). With more than 130 restaurants in Teton County and visitors coming from all parts of the world, we have an opportunity to affect change locally and globally, and to serve as an example of environmental stewardship.

Americans use an average of 500 million plastic straws a day - that’s enough straws to wrap around the earth’s circumference 2.5 times! Plastic straws are a source of non-degradable plastic



debris in urban and rural environments, as well as waterways, lakes and oceans. Plastic straws are significantly polluting because they're easily caught by the wind and they float.

- **The Straw Free JH Initiative Will Reflect and Promote the TCISWR ZERO Waste Campaign**

The Straw Free Jackson Hole initiative is in direct alignment with the Zero Waste Campaign. The steps that we are taking not only inform restaurants and the general public about the detrimental impact of single-use plastic straws, but of single-use plastics in general. Thus, our efforts support the Zero Waste Campaign on multiple levels and have a broader impact than just reducing straw use.

Straw use is mostly a pervasive societal habit. It's not a necessity. Straw Free JH is making great progress in changing that habit through education! To date, 39 restaurants have switched to paper straws and/or "straws upon request only" including: Bin 22, Teton Tiger, Teton Thai, Trio, Local, Café Genevieve, Snake River Grill, Grand Teton Lodge, Signal Mountain Lodge, Persephone, Hatch, and the entire Fine Dining Group! We have incentivized restaurant managers and owners to change their purchasing by providing information on the non-plastic options (including websites for ordering). In addition, specifically for paper straws, we provide product samples and a 50% off discount code for ordering. These steps have proven to be terrific in helping facilitate and affect change at the management level.

We ask restaurants to include a simple polite note on their menu stating, "Straws are served upon request only." This message in itself helps convey the impact of plastic straw waste on the environment and lead to individual empowerment. This request to reduce plastic will resonate with patrons' future decisions regarding straw-use and plastic-use in general, providing a broader reaching environmental benefit to wherever they live or visit.

- **Anticipated Community Impact**

The Straw Free initiative is having several positive impacts in our community. It has and will continue to increase the community's awareness of the negative consequence of single-use plastics on the environment and inspire the community to reduce waste. By including all ages and interests, it is strengthening our sense of community by working toward an attainable goal together. Youth have been playing a huge role in spreading the word of SFJH's initiative with #challenges and manning educational booths while adults are making significant changes with their purchasing power. Jackson Hole (Teton County) is serving as, and taking pride in, being an example of environmental stewardship for visitors and other communities across the world.

- **Evaluation Strategies SFJH Intends to Employ**

We will continue to evaluate our effectiveness by keeping a list of all restaurants that make a change, including date and managers/owners contacted. We are tracking which ones commit to "Straws upon request only" as well as if they agreed to switch to paper. We will continue to follow up with each manager/owner after 6 months to see how the change has been received and how the change has affected their budget. As the list of participating restaurants grows and we

collect information about their successes and challenges, we will continue to use that information to solicit other restaurants to be part of the initiative. We will also continue to track the number of volunteers and Facebook and Instagram followers.

- **Project Budget**

- **Promotional, Educational, and Marketing Costs: \$3510**

- Educational and promotional materials to restaurants – informational/educational brochures (\$450 including design) and promotional/recognition stickers and plaques for restaurants serving upon request only (\$550): \$1000 (**ISWR Community Partnership**)
    - Development and maintenance of webpage which will provide updated links to the restaurants who have pledged to be plastic straw free: \$1200
    - Ads in the News & Guide: \$190 for a 2 x 6" color add/day; 4 times/year = \$760
    - Educational handouts for the public and posters for events: \$550

- **Donations In-Kind: \$18,440 to \$26,420**

- Management, networking, education and outreach hours (~\$35/hour): Anticipate approximately 10 to 15 hrs/week for 36 weeks or 360 to 540 hours in 2019: ~ \$12,600 to \$18,900
    - Grant writing (~\$70/hour): Anticipate 20 hours in 2019: \$1400
    - Graphic design of promotional material (\$60/hour): Anticipate 20 to 30 hours in 2019: \$1200 to \$1800
    - Other volunteer efforts including approaching and following up with restaurants as well as ongoing management of Facebook and Instagram (~\$18/hour): Anticipate 15 to 20 hours/month for 12 months or 180 to 240 hours in 2019: \$3240 to \$4320



**TAKE THE PLEDGE & HELP MAKE A CHANGE**

  @StrawFreeJH / STRAWFREEJH@GMAIL.COM / (307) 201-1353

**AGREEMENT FOR TETON COUNTY  
INTEGRATED SOLID WASTE AND RECYCLING  
COMMUNITY PARTNERSHIP**

This Agreement for Community Partnership ("Agreement") is entered into this \_\_\_\_ day of July, 2019, (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 educate about reducing food waste within grocery stores all while 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 create and implement a food waste education and outreach plan to maximize the capture rate of food waste; 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 create and implement a food waste education and outreach plan for local grocers to ensure that existing and new staff are knowledgeable on how to best participate in food rescue efforts. See Exhibit A.

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 dollars and zero cents **(\$2,000.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of two thousand dollars and zero cents **(\$2,000.00)** 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, 2020**. 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, 2019.

**TETON COUNTY, STATE OF WYOMING**

\_\_\_\_\_  
Natalia D. Macker, Chair  
Teton County Board of Commissioners

Attest:

\_\_\_\_\_  
Sherry L. Daigle, Teton County Clerk

**HOLE FOOD RESCUE**

\_\_\_\_\_  
Ali Milburn, Executive Director

## **Exhibit A:**

Teton County Integrated Solid Waste and Recycling  
2019 - 2020 Community Partnership Proposal

**Applicant:** Hole Food Rescue

**Project:** Food Donor Awareness Project

**Project Summary:** One of the most significant, ongoing hurdles Hole Food Rescue (HFR) faces is high employee turnover amongst grocery store staff. Although partnerships have been formed and food rescues are occurring at major grocery stores in Teton County, upper management has not fully internalized and incorporated food rescue into their culture and protocols. Due to this lack of integration, new employees are not sufficiently trained for their role in food rescue, leading to large volumes of wasted edible food and/or donated food that is not edible.

HFR's Food Donor Awareness Project aims to educate and motivate grocery store managers and staff on how they can best participate in food rescue efforts within their stores. Support and cooperation from these retailers are essential to the success of food rescue in our community. We plan to focus on one business at a time in the following order: Aspens Market, Pearl Street Market, Albertsons, Lucky's, Smiths, Jackson Whole Grocer. The Food Donor Awareness Project entails the following steps:

1. Develop project framework and implementation plan
2. Design educational materials (slide show, posters, buttons, hats for volunteers, food bins, etc.);
3. Meet with store managers to educate them on HFR's mission and determine plan to best collaborate and communicate with staff;
4. Meet with department managers to educate them on HFR's mission, show them their food rescue history, and determine systems to make donations easier for them (e.g., establishing "Donations Zones" & agreed upon pick-up times);
5. Meet with store staff to educate them about HFR's mission and their role in food rescue;
6. Weekly face to face interaction with store employees for one to two months following project implementation (continuing education, new employee orientation, and appreciation)
7. Monthly face to face interaction with store employees for six to twelve months following project implementation (continuing education, new employee orientation, and appreciation).

**Explanation of Community Need:** Food Waste is a significant problem in the United States, with the USDA estimating that 30-40%<sup>1</sup> of food produced in the US goes uneaten; Jackson is no exception to this national plight. HFR works to reduce food waste by working with local food retailers to rescue their edible, yet unsalable food that would otherwise be thrown away. As Teton County ISWR and the community prepare for a commercial composting program, the importance for businesses to fully commit and operationalize food rescue efforts within their company is more essential than ever. HFR sees an opportunity to join forces with ISWR to co-educate the business community on the



importance and critical differences between food rescue and compost as we enter the next phase of waste management in our community.

Teton County Public Health estimates that 10% of Teton County residents are food insecure. The majority of food that needs rescuing is perishable, healthy food (produce, dairy, artisan bread, meat). Food that HFR rescues is donated to over 30 local nonprofits which help distribute food to vulnerable populations of Jackson (low-income youth, seniors, minorities, etc.). In looking at the data HFR has collected over five years on diverted and distributed food, it is clear that food rescue efficiently reduces both food waste and food insecurity. In 2019, HFR will prevent 300,000 pounds of food from being landfilled. HFR's cost to rescue and redistribute food is \$0.88 per pound and the USDA states a meal weighs 1.2 pounds<sup>3</sup>. This means HFR is able to provide a meal's worth of food to someone in need for only \$1.06.

**Specify how your project will reflect and promote the Zero Waste campaign:** HFR's Food Donor Awareness Project will help the major grocers be more sustainable by reducing their food waste through food rescue. The project reflects and promotes the Zero Waste campaign in the most fundamental ways by reducing the amount of edible, healthy food that is wasted and lost to the landfill and encouraging businesses to further evolve their waste management initiatives. HFR believes there is a significant and shared benefit in teaming up with ISWR to educate the business community on food resource management in Teton County, WY.

<sup>1</sup> <https://www.usda.gov/foodlossandwaste>

<sup>2</sup> <https://www.tetoncountywy.gov/DocumentCenter/View/7714/2018-CHNA-Report-PDF?bidId=>

<sup>3</sup> <https://www.feedingamerica.org/ways-to-give/faq/about-our-claims>

#### **Project Budget:**

##### **Expense Amount**

Development and production of educational/outreach materials \$2,500

In-store presentations and employee education \$1,400

Maintain presence and educate new employees \$1,700

**Total Expense \$5,600**

##### **Income**

ISWR \$2,000

Hole Food Rescue General Fund \$3,600

**Total Income \$5,600**

**Anticipated Community Impact:** The community impact from this project will be seen in the increased understanding of food rescue protocol amongst our six largest food donors. We anticipate this will lead to increased quantity and quality of food donations diverted by grocery stores to HFR. A five percent increase in the volume of food HFR rescues would allow us to serve an additional 240 meals to food insecure residents every week.

**Evaluation Strategies:** We will evaluate the success of the project by comparing diversion statistics from each store that has gone through the Food Donor Awareness Project before and after implementation of the project. In addition, we will use surveys to volunteers and grocery store staff to monitor satisfaction and suggestions for improvement.