

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

This Agreement for Community Partnership ("Agreement") is entered into this \_\_\_\_ day of March, 2023, (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, demonstrate zero waste event practices, and increase waste diversion;

WHEREAS, Contractor has substantial skill and experience in zero waste event administration and demonstration and compost management and hauling at Community Gardens; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to provide services for zero waste outreach and education and increase waste diversion at community events and gardens; 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 increased waste diversion efforts, including composting, to the County via the People's Market and Community Gardens at Blair Place, May Park, and the Grove. 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 seven hundred and ninety dollars and zero cents **(\$2,790.00)**. Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of two thousand seven hundred and ninety dollars and zero cents **(\$2,790.00)** 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 **November 30, 2023**. 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 March, 2023.

**TETON COUNTY, STATE OF WYOMING**

\_\_\_\_\_  
Paul Cherry, Chair  
ISWR Advisory Board

Attest:

\_\_\_\_\_  
Rani Carr, Vice Chair  
ISWR Advisory Board

**SLOW FOOD IN THE TETONS**



2/22/23

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

## **Exhibit A:**

Teton County Integrated Solid Waste and Recycling  
2023 Community Partnership Proposal

**Applicant:** Slow Food in the Tetons

### **Summary of the Project**

Zero waste practices have been an integral part of the Community Gardening and People's Market programs since 2015. Slow Food is pleased to have reached a point in 2023 where these initiatives are successfully established. We are requesting assistance to upgrade and expand our supplies, signage, and services to ensure continued progress in diverting waste from the landfill.

### **Explanation of Community Need**

The Community Gardens at Blair Place, May Park and the Grove engage 150 gardening households in the very definition of zero waste living. Nearby residents grow their own food, reducing packaging and vehicle miles and ensuring a tight circle of garden to table resources for their families and friends, as well as our garden donation recipients at the Senior Center and St. John's Sage Living. Managing onsite composting at each of the gardens has become an overwhelming task for volunteers and increases the risk of invasion by resident garden pests - voles living in the compost piles.

As our community strives to encourage sustainable tourism and the preservation of our local ecosystem, Slow Food is pleased to host a weekly, downtown event for 500-1500+ locals and tourists that showcases zero waste practices, including 100% reusable dinnerware; food waste composting; recycling of all accepted materials; and averages less than 1 bag of trash per market. The purchase of additional reusable supplies and expanded instructional signage will facilitate more successful waste diversion in our community.

### **Project Description**

#### Community Gardens

At the Community Gardens, the onsite composting of green waste is limited by space and manpower. In the seasons since covid, we have seen an increase in participation and production at the gardens and are

simply out of space and hands to manage the volume of material that needs to be composted. We also have difficulty with a growing population of garden pests (specifically voles) that thrive under the warm compost piles and pose a threat to the vegetable harvest. Additional funding to contract with compost haulers and send a weekly portion of the garden waste for commercial composting will enable gardeners to focus their efforts on growing fruits and vegetables and be less overwhelmed by the task of processing large volumes of compostable material on site. Our request for \$1500 in this proposal is intended to cover 60% of the cost of weekly compost pick up that will be required to manage green waste from the gardens this summer.

### People's Market

We are pleased with the zero waste initiatives established at the Summer and Winter People's Markets and would like to purchase a resupply of the equipment we've been using to expand these efforts and meet the needs of growing market attendance. The new equipment we plan to purchase includes a [Zero Hero Tent](#) to replace the one in operation that was purchased in 2016. The tent covers the bins for recycling, compost, and landfill bound trash and provides a space for specific signage indicating what items are accepted in each slot. The tent's unique design helps make the zero waste station at the markets more visible and user friendly.

We also intend to purchase 200 additional reusable plates and 100 additional reusable metal cups to keep up with the growing crowds during the busiest summer markets. During the 2022 summer season, there were a number of crowded, mid-summer markets when the prepared food and beverage vendors ran out of reusables and had to switch to disposables, creating increased amounts of trash. Our goal will be to supply 100% reusable dinnerware for all markets this season.

Finally, we would like to update the signage for zero waste initiatives at the market. We intend to place additional large (24"x36") signs throughout the market and adjacent to prepared food booths. This signage in English and Spanish will explain the benefits of a zero waste market and provide instructions for how and where to participate.

### **Anticipated Community Impact**

The anticipated community impact of these zero waste updates at the Community Gardens and People's Market will include:

- Manageable compost operations at the Community Gardens for 150 gardening households.
- Vole mitigation for 126 garden plots.
- Regular weekly compost pickup of weeds and overflow garden waste.
- Zero waste practices to engage the weekly People's Market audience of 500-1500+ locals and visitors.
- An average of less than 1 bag of trash sent to the landfill from each People's Market.
- 100% reusable dinnerware, food waste composting, and recycling collection at each People's Market.
- Increased signage in English and Spanish that informs market attendees of the impact of reducing their waste and instructs them in how to successfully practice waste diversion.

**Evaluation strategies your organization intends to employ**

The evaluation of successful compost management and hauling at the Community Gardens will be gathered by Slow Food staff from participating gardeners during scheduled monthly workdays, individual check-ins, and annual surveys of the garden program participants. The decision to contract additional hauling was derived from the garden participant surveys in 2021 and 2022, and we look forward to providing gardeners with the support they need to continue to enjoy their experiences.

The evaluation of zero waste strategies at the People’s Market will be gathered by the weekly collection and measurement of reusable dinnerware, food waste for composting, recycling, and the amount of trash sent to the landfill. Slow Food staff will also monitor feedback from vendors and market attendees regarding functionality and availability of reusable items; the ease of zero waste practices and access to information; seasonal surveys that ask for feedback on zero waste operations; and observations of zero waste behaviors/needs that can inform next steps.

**Project Budget**

<b>Slow Food_R2ZW Community Partnership Budget_2023</b>	
<b>Income</b>	<b>Budget</b>
R2ZW Community Partnership	\$2,790
Mountain Standard Realty Sponsorship (Metal Cup Purchase)	\$1,250
Teton Conservation District MOA Support for the People's Market Series	\$1,000
Slow Food Garden Budget Line Item for Compost Hauling	\$750
In Kind Staff and Volunteers for 20 week season of garden composting and People's Market Waste Station operations	\$2,400
<b>Total</b>	<b>\$8,190</b>
<b>Expenses</b>	<b>Budget</b>
Compost Hauling Services	\$2,250.00
<a href="#">Zero Hero Tent</a>	\$290
Re-play Reusable Plates	\$1,600
Reusable Metal Cups	\$1,250



Zero Waste Signage for the People's Market	\$400
Staff and Volunteers for 20 week season of garden composting and People's Market Waste Station operations	\$2,400
<b>Total</b>	<b>\$8,190</b>