

**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 Hole Food Rescue, PO Box 2955, Jackson, WY 83001(hereinafter referred to as "Contractor").

Witnesseth

WHEREAS, the County desires to divert food waste from landfill while upholding the food waste hierarchy established by the Environmental Protection Agency through animal feed and composting;

WHEREAS, Contractor has substantial skill and experience in conducting education, outreach, and programming to minimize food waste and the priorities of the food recovery hierarchy; and

WHEREAS, the County desires to contract with the Contractor and Contractor desires to increase food waste capture by partnering with local farmers to feed animals and food waste hauler; 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 estimated weight of increased diverted food waste to be hauled to feed animals or be composted that is unsuitable for redistribution to community members, increase local farm partners, and educate on the food recovery hierarchy. 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 one hundred and eighty-seven dollars and zero cents (**\$2,187.00**). Contractor shall present an appropriate voucher to the Clerk of Teton County. Contractor shall not receive compensation in excess of two thousand one hundred and eighty-seven dollars and zero cents (**\$2,187.00**) 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

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.

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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

HOLE FOOD RESCUE

Hannah Cooley, Executive Director

Exhibit A:

Teton County Integrated Solid Waste and Recycling 2023 Community Partnership Proposal

Applicant: Hole Food Rescue

Summary of the Project

Hole Food Rescue (HFR) diverted 336,000 pounds of food from going to the landfill in 2022. Food that was not distributed to community members (8%) was fed to animals or composted. As HFR rescues more food, we expect an increase in food waste needing to be hauled. HFR is requesting grant funding to cover our increasing food waste hauling fees.

Explanation of Community Need

Across the U.S., 40% of all food is wasted with 164 million pounds of food sent to landfills. Teton County transports six semi-truck loads of trash to Bonneville County Landfill 6 days a week with an estimated 12% of this being compostables that could be diverted (ISWR, 2023). Since 2010, Teton County Integrated Solid Waste and Recycling (ISWR) has recorded a consistent increase in tons of trash produced by Teton County ([JHNG, 2019](#)).

Food in the landfill rots and produces methane which is more powerful than carbon dioxide in its atmosphere-warming capacity. This means higher global temperatures and the accelerated effects of climate change. Giving food scraps to animals helps extend the usefulness of food and reduces costs of raising livestock. Composting “lowers greenhouse gases by improving carbon sequestration in the soil and by preventing methane emissions through aerobic decomposition” ([EPA, 2020](#)). For this reason, HFR prioritizes composting before landfill but only after feeding people and animals.

In 2022, HFR sent 25,550 pounds of inedible food to our food hauling partner (WyoFarm Composting/Haderlie Farm) to be fed to animals or composted. For the community, this means less food sent to the landfill, less negative effects on the environment, improved soil structure, and increased yield of locally grown food. Last year, we rescued a record amount of food from food donors, and with the continued intent of growing our food donor list, we expect this to continue to rise. With increased food rescued, there will inadvertently be more food waste to haul.

Project Description

The food recovery hierarchy: “prioritizes actions organizations can take to prevent and divert wasted food” ([EPA, 2022](#)). HFR uses the following hierarchy for food recovery: source reduction, feed people, feed animals, compost, then landfill. This hierarchy aligns with the Zero Waste campaign as it aims to extend the life of raw materials (in this case, food) by using it to its fullest potential.

HFR rescued a record-setting 336,200 pounds of food in 2022, 8% of that food was deemed unfit for human consumption and was collected by our food hauling partner. Currently, eight compost bins (32 gallons each) are collected every week. The food waste is fed to farm animals first, and if it is not fit for animal feed or is in abundance, it is composted. Feeding animals and composting are essential parts of the food recovery hierarchy but are proving to be more expensive every year. The cost of HFR's hauling services have increased 43% in the last two years, making this a more substantial item in our budget. We expect the pounds of food waste to increase in 2023, as it did in 2022, parallel to the increase we are seeing in the quantity of donated food we rescue. As we creatively think about how to reduce this hauling cost, we are considering including more farmers into our regimen. Partnering with small, local farmers would help subsidize their animal feed cost and alleviate HFR's overhead cost for hauling.

Promoting the ISWR Zero Waste Campaign closely aligns with HFR's mission. We believe that by distributing unsellable but edible food to our neighbors, we are creating a healthy and vibrant community while also cultivating food security. Using the food recovery hierarchy model directs us to make smart decisions with the food that is not fit for human consumption; by feeding animals before contributing to compost.

Project steps:

1. Estimate the amount of food waste we will be feeding to animals or composting in 2023 and beyond, based on data from previous years.
2. Identify local farmers who we could partner with to decrease the amount we are spending on hauling fees.
3. Reach out to prospective partners and determine a food waste pick-up plan with them, as well as educating them on the food recovery hierarchy and that feeding animals needs to be prioritized over composting.

Anticipated Community Impact

This project will ensure that HFR can continue to strive towards a system that diverts food and food waste from the landfill. Partnering with local farmers to feed their animals will reduce costs of animal feed for farmers, and in turn may reduce the cost for consumers of buying locally grown produce. New partnerships will help improve overall soil quality in our ecosystem, improve water quality, and reduce the need for chemical fertilizers which can be toxic for the environment (EPA, 2022). The partnership could also increase farmers' crop yields.

On the macro scale, we hope that this project will continue to reduce the amount of methane produced at the Bonneville County landfill and in turn reduce Jackson's impact on climate change, thus making Jackson a safe and habitable place for generations to come.

Evaluation strategies your organization intends to employ

In order to evaluate the success of this project, we will continue to weigh all food waste that is sent to our hauling partner. Success of this program would also include adding small, local farmers to the weekly pick-up schedule. Feedback surveys will be collected two times a year to our local farm partners. Surveys will be conducted over the phone or electronically, depending on what the farmer prefers. If HFR can decrease the amount of food waste that is picked-up by a hauling company and rather distribute that to local farmers, then we expect that our overhead costs would decrease.

Project Budget

In 2022, the annual hauling cost was \$1400 (with collection of six bins every week). This has increased in 2023, as we have transitioned to eight bins per week. If received, the funding from this grant will go directly to covering the hauling fee provided by our food hauling partner.

Item	Value
Annual Fee for weekly hauling (8 bins)	\$ 1,687
Estimated additional hauling fee throughout year (for dairy milk)	\$ 500
Total Costs:	\$ 2187