



Board of County Commissioners - Staff Report

Meeting Date: November 15, 2016
Submitting Dept: Administration

Presenter: Deanna Harger
Subject: Consideration of a Contract with Yellowstone-Teton Clean Cities for the 2017 Sustainability Series

Statement / Purpose:

Consideration of a contract with Yellowstone-Teton Clean Cities (YTCC) for administration of the 2016/17 Sustainability Series.

Background / Description (Pros & Cons):

On September 6, 2016 the Board approved the use of \$12,559 in Energy Mitigation Funds (EMF) for the 2016/17 Sustainability Series (for more information see the attached September 6th staff report). To ensure the funds are properly allocated and the series takes place as planned, Teton County enters into an annual agreement with YTCC to administer the series.

Stakeholder Analysis & Involvement:

The Sustainability Series is a collaborative effort between multiple internal County Departments, external organizations and community leaders to offer, quality education on sustainability. For more detail please see the attached list of participating County Departments.

Fiscal Impact:

None

Staff Impact:

Supporting and participating in the Sustainability Series enables multiple County Departments to educate the public about County energy efficiency and sustainability programs with minimal staff time.

Legal Review:

Keith Gingery

Staff Input / Recommendation:

Staff recommends approval of the 2016/17 Sustainability Series Contract.

Attachments:

September 6, 2016 EMF Request Staff Report
2016/2017 Sustainability Series Program
2016/2017 Series Budget
2016/17 Proposed Contract

Suggested Motion:

I move to approve the 2016-17 Sustainability Series Contract between Teton County and Yellowstone-Teton Clean Cities.

2016-17 Sustainability Series Contract

This Agreement made effective the 15th day of November, 2016, by and between Teton County, Wyoming, a duly organized county of the State of Wyoming (hereinafter referred to as “**County**”) and Yellowstone – Teton Clean Cities of P.O. Box 11756, Jackson, Wyoming 83002, (hereinafter referred to as “**Contractor**”).

1. **ENGAGEMENT OF SERVICES.** The County hereby hires and engages Contractor, subject to the remaining terms and conditions of this Agreement, to perform the following services: administration of the 2016-17 Sustainability Series as set forth more fully below. Contractor, by execution hereof, hereby accepts and agrees to comply with the terms and perform all of the conditions set forth herein.
2. **SCOPE OF WORK TO BE PERFORMED.** Attached hereto as Exhibit A and incorporated herein by reference is the scope of work to be performed, hereinafter “**Work.**” All said Work shall be performed to the sole and complete satisfaction of the County.
3. **TERM.** The term of this Agreement shall commence on November 15, 2016 and shall terminate on September 30, 2017 unless sooner terminated by either party.
4. **COMPENSATION.** County agrees to pay Contractor, as full compensation for all services and Work provided hereunder, compensation to not exceed nine thousand eight hundred dollars (\$12,559.00). It is anticipated that the Contractor shall conduct at least four (4) events throughout the term of this contract.
5. **PAYMENT.** The method of payment to the Contractor shall be for the Contractor to submit all invoices to conduct the event including staff time. County shall pay said compensation within thirty (30) days of receipt of invoices. County may examine all records and accounts of the Contractor during reasonable hours for a period ending one (1) year after termination of this Agreement in order to audit and verify the aforesaid charges.
6. **RELATIONSHIP OF PARTIES.** Contractor represents that the individual is customarily engaged in an independent trade, occupation, profession or business. The parties to this Agreement understand and agree that the relation between them created by this Agreement is that of independent contractor only, and the manner and means of conducting the Work and time at which it is performed are under the sole control of the Contractor. Neither Contractor nor its employees are to be considered as an agent, employee, master or servant of the County. The County is interested only in the results obtained under this Agreement. None of the benefits provided by Teton County to its employees, including but not limited to compensation insurance and unemployment insurance, are available from the County to Contractor or its employees or subcontractors, nor shall the County withhold, deduct or pay any federal, state or local withholding tax, FICA, or unemployment or workmen’s compensation taxes or withholdings.
7. **ASSIGNMENT.** This Agreement and the rights created under the terms of this Agreement shall not be assigned or subcontracted by Contractors, nor may services be performed by any entity other than Contractor without prior express written consent of the County.

8. **TERMINATION.** The parties agree that this Agreement may be terminated by either party upon thirty (30) days written notice by hand delivering such notice, and/or depositing it in the United States Mail, postage prepaid and addressed, or by the sole discretion of the County, with such shorter notice as is appropriate in event of:
 - a. The substantial failure of Contractor to perform as required;
 - b. The discovery that Contractor has made a material misrepresentation regarding its qualifications or ability to perform this Agreement or the gross incompetence of Contractor;
 - c. The threat of damage to Teton County's property or the security of their property, personnel or information;
 - d. Dishonesty, criminal or gross misconduct of Contractor or its employees or subcontractors.

9. **COMPLIANCE WITH LAWS/WORKERS COMPENSATION.** Contractor shall comply with all applicable federal, state and local laws in the conduct of the services and Work hereunder, including but not limited to the Worker's Compensation Laws of the State of Wyoming.

10. **ENTIRE AGREEMENT.** This Agreement together with its schedules and exhibits attached hereto contains the entire agreement between the parties, and may be changed only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

11. **THIRD PARTY BENEFICIARY.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such statute.

12. **SOVERIEGN IMMUNITY.** The County does not waive its governmental claims coverage by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year first above written.

TETON COUNTY, WYOMING

CONTRACTOR:

Barbara Allen, Chair
 Teton County Board of County
 Commissioners

Alicia Cox, Executive Director
 Yellowstone-Teton Clean Cities

Attest:

Sherry Daigle, Teton County Clerk

EXHIBIT A
CONTRACTOR SCOPE OF WORK

- Responsible for development and management of event budgets
- Spearhead recruitment of event sponsors with support as needed from the County and partner organizations
- Coordinate permitting and logistics
- Secure the necessary permits and authorizations from the local jurisdiction, if needed.
- Manage and implement event marketing
- Submit payment requests to County
- Conduct the event

Past Presenting Organizations

- Slow Foods in the Tetons
- Town of Jackson Public Works and Mayor
- Teton Valley Community Recycling
- Jackson Curbside Recycling
- WY Department of Environmental Quality
- Local Architects
- US Green Building Council
- Lower Valley Energy
- EcoCycle , Quester
- Geologists of Jackson Hole
- Jackson Hole Mountain Resort
- Teton Science Schools,
- AllTrips
- The Alpine House
- Inversion Yoga
- Alpenglow Farms
- Hadderlie Farms
- Teton Goats
- Generation Farms
- Trout Unlimited
- Teton Conservation District

2016/17 Sustainability Series Program

Event Title	Topic Leader	Main Presenting Organization
October <i>Economic Effects of Climate Change on Mountain Towns</i>	<i>Sustainability Series Coordinating Committee, USGBC</i>	<i>Mountain Pact</i>
November <i>Sustainable Fashion</i>	<i>Sustainability Series Coordinating Committee</i>	<i>Kathleen Crowley, Patagonia, Stio</i>
December <i>Dark Skies</i>	<i>Energy Conservation Works</i>	<i>Energy Conservation Works, Wyoming Stargazers</i>
January <i>Zero Waste/Green Events</i>	<i>Integrated Solid Waste & Recycling</i>	<i>Integrated Solid Waste & Recycling</i>
February <i>Teton County's Internal Sustainability Plan</i>	<i>Teton County Administration</i>	<i>Teton County, Deanna Harger</i>
March <i>TBD</i>	<i>Yellowstone-Teton Clean Energy Coalition</i>	<i>TBD</i>
April <i>Energy Efficiency in the Home</i>	<i>Energy Conservation Works</i>	<i>Energy Conservation Works</i>
June <i>Electric Vehicles</i>	<i>Yellowstone-Teton Clean Cities</i>	<i>Yellowstone-Teton Clean Cities</i>

2016/17 Sustainability Series Budget

<i>Sustainability Series</i>	2015-16 Actuals	2016-17 Budget
<u>EXPENSES</u>	8 Events	8 Events
Labor (Per Event)		
ECW @ \$40/hour (In-Kind)	\$120	\$120
ISWR @ \$40/hour (In-Kind)	\$120	\$120
YTCC @ \$40/hour (In-Kind)	\$200	\$200
YTCC @ \$40/hour (Paid)	\$600	\$600
Subtotal Labor Per Event	\$1,040	\$1,040
Typical Event Expenses	8 Events	7 Events
Advertising (Print, Internet, Radio)	\$691	\$700
Venue	\$156	\$50
Refreshments	\$186.25	\$187
Expenses Per Typical Event	\$1,033.25	\$937
Total Expenses for Typical Events	8,266	\$6,559
October Kick Off Event Expenses	N/A	1 Event
Advertising		\$700
Refreshments		\$200
Venue – Pink Garter		\$1,800
Speaker – Honorarium & Travel		\$1,500
Total Expenses for October Event	N/A	\$4,200
Total Expense (8 Events)	\$8,266	\$10,759
Total Labor (8 Events)	\$8,320	\$8,320
Total Series Cost (8 Events)	\$16,586	\$19,079
<u>INCOME</u>		
Direct Support	\$2,933	\$3,000
In-Kind Support	\$3,520	\$3,520
Total Income	\$6,453	\$6,520
Total Expenses less Income	\$10,133	12,559



Board of County Commissioners - Staff Report

Meeting Date: September 6, 2016

Presenter: Deanna Harger

Submitting Dept: Administration

Subject: Request for EMP Funds for the Sustainability Series

Statement / Purpose:

Request Energy Mitigation Funds (EMF) in the amount of \$12,559 to support the 2016/2017 Sustainability Series.

Background / Description (Pros & Cons):

The Sustainability Series is a collaborative effort that leverages the desire of multiple internal County Departments, external organizations and community leaders to offer quality education on sustainability. It is free and open to the general public. The series is supported by Yellowstone-Teton Clean Cities (YTCC), Teton County Administration, Teton County Integrated Solid Waste & Recycling (ISWR), Energy Conservation Works (ECW), and the Wyoming Chapter of the US Green Building Council (USGBC). The supporting organizations plan the series and present some of the individual programs.

2016/17 marks the fifth year of the Sustainability Series. Beginning last year, Teton County financially supported the series using Energy Mitigation Funds. The County contracted YTCC to administer the series and EMP funds were used to cover some of the fixed costs including YTCC staff time to administer the series, advertising, and venue fees. Staff proposes to use same model for this year's series and if the requested funds are granted will bring forward a contract for approval at a later date.

One change to this year's request is the addition of a proposed special event in October to kick-off the series. The committee would like to bring in Diana Madson from the Mountain Pact to speak at the Pink Garter Theatre about the effects of climate change on mountain towns. This event will be co-hosted by the US Green Building Council and be part of the USGBC's Biennial Conference. Please see the attached budget for the costs associated with this special kick-off event.

Stakeholder Analysis & Involvement:

The Sustainability Series is a collaborative effort between multiple internal County Departments, external organizations and community leaders to offer, quality education on sustainability. The series has engaged a variety of topic leaders and presenting organizations including Teton County Parks and Recreation, Teton County Integrated Solid Waste and Recycling, Teton County Public Health, and Teton County Housing Authority. Please see the attached list for additional participants.

Fiscal Impact:

The FY2016/2017 budget for the Sustainability Series is \$19,079. Staff requests \$12,559 in Energy Mitigation Funds. \$4,800 of these funds will be used to cover YTCC's staff time to plan and administer the series and \$7,759 in funds will be used to cover some of the fixed costs described above. The remaining \$6,520 budget will be generated through direct and in-direct contributions from the supporting organizations and participants.

Staff Impact:

Currently, Teton County has one part time employee working on sustainability and does not have an established sustainability outreach and education program. Contributing funding to this series allows Teton County to leverage the group's technical knowledge and sweat equity to increase Teton County's sustainability public outreach with a minimal use of internal resources. It also helps the series because presenters can focus their time and efforts on creating robust content for the series rather than fundraising.



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Legal Review:

Keith Gingery

Staff Input / Recommendation:

Staff has reviewed the request and determined sustainability education programs are an allowed use defined in the Energy Mitigation Policy.

Attachments:

2016/2017 Series Program

2016/2017 Budget

Past Presenters

EMP Policy

Suggested Motion:

I move to approve the use of \$12,559 in Energy Mitigation Funds for the 2016/2017 Sustainability Series.