

CONTRACT FOR SERVICES AND COMPLETION
OF WYOMING CHOOSING PROJECT

THIS CONTRACT, entered into as of this 27th day of March, 1985, by and between the State of Wyoming, Governor Ed Herschler acting on behalf of the State of Wyoming (hereinafter "the State") and the Ucross Foundation, Mr. Raymond Plank, Chairman of the Board, Ucross Foundation, acting on behalf of the Ucross Foundation, Ucross Route, Box 19, Ucross, Wyoming 82835 (hereinafter "Ucross").

W I T N E S S E T H :

WHEREAS, Raymond Plank did submit a proposal to Governor Ed Herschler on December 16, 1984 entitled "Building A Stronger Wyoming: A Collaborative Effort by the Government and Private Enterprise" (a copy is attached hereto as Exhibit A); and

WHEREAS, Governor Ed Herschler did request a legislative appropriation to fund State participation in this project as part of his January 9, 1985 Message to the 48th Session of the Wyoming Legislature (a copy of the applicable text is attached hereto as Exhibit B); and

WHEREAS, the 48th Session of the Wyoming Legislature did appropriate funds for this project as reflected in Enrolled Act No. 85, Original Senate File 253

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1.00 SCOPE OF SERVICES:

The Ucross Foundation shall perform the specific services and conduct the particular activities as set forth in Exhibit C attached hereto. If there is any conflict between this Contract and the provisions of the specific requirements of Exhibit C, the specific requirements of Exhibit C shall prevail.

2.00 COMPENSATION:

2.01 Matching Expenditure Basis:

Ucross and the State understand that the anticipated expenditures for this project will be at least two hundred thousand dollars (\$200,000.00). The State is prepared to expend no more than one hundred thousand dollars (\$100,000.00) on the basis of a dollar-for-dollar match with Ucross. Ucross shall use its best efforts to raise one hundred thousand dollars (\$100,000.00) of non-government funds to match the State expenditures.

2.02 Billing Procedure:

The State will pay Ucross an initial amount of thirty thousand dollars (\$30,000.00) upon written confirmation from Ucross that a like amount of private funds has been raised and earmarked for this project. Subsequent payments will be made on the basis of completed work and a showing that matching private funds have been raised and expended. The parties hereto specifically recognize that the term "completed work" as used herein will be defined during the finalization of scope of work set forth in Exhibit C attached hereto.

The Governor will initiate the payment process promptly upon the receipt of a verified statement of services

rendered and matching funds raised and expended. The verified statement will be accompanied by documentation designed to demonstrate the appropriateness of the expenditure of the State funds.

2.03 Audits:

The State reserves the right to audit and/or examine the time and expense records of Ucross pertaining to any costs which have been paid or are to be paid by the State for performance of the work described in Exhibit C. The examination or audit will be performed by the duly-authorized representatives of the State during Ucross' normal business hours. The State may perform the examination and/or audit anytime after contract execution and before one year after the date of final payment.

3.00 PERSONNEL:

3.01 Qualifications:

All of the services required hereunder will be performed by Ucross or under its supervision, and all personnel engaged in the work shall be fully qualified.

3.02 Approval Required for Sub-Contracts:

Work or services covered by this Contract (in excess of \$10,000.00) may not be subcontracted at the discretion of Ucross without the prior written approval of the State, except that the State recognizes that the Stanford Research Institute (SRI) has already been retained for a portion of the work. The selection of SRI is hereby approved subject to State review of and concurrence with the SRI/Ucross contract.

4.00 RESPONSIBILITIES, DUTIES AND OTHER SERVICES OF UCROSS:

Ucross shall act on the following in a manner necessary or appropriate to achieve satisfactory completion of the Project.

4.01 Requests from the State:

Ucross shall be responsible and responsive to the State's reasonable requests and requirements related to the scope and within the terms of this Contract.

4.02 Presentation of Data and Information:

Ucross shall select and analyze all data in a systematic and meaningful manner so as to contribute directly in meeting the objectives of the Project, and shall present this information clearly and concisely, in a professional and workmanlike manner.

4.03 Draft of Final Report:

Ucross shall present to the State in Cheyenne, Wyoming, a Draft of the Final Report covering all work elements of the Project including maps, charts, conclusions and recommendations prior to the publication of any Final Report and no later than the date specified in Exhibit C. The State shall have twenty (20) working days to respond with comments to Ucross. The State's right to comment shall not be construed as veto authority over the contents of the report.

4.04 News Releases:

Neither Ucross nor Ucross' personnel nor consultants will give out any news releases or conduct media

interviews concerning major policy issues under this Contract without prior good-faith efforts to consult with the State.

4.05 Indemnification:

Ucross shall indemnify and hold harmless the State and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable fees for attorneys retained by the State (excluding State employees) arising out of or resulting from the performance of this Contract, caused in whole or in part by the gross negligence or knowingly wrongful acts, or omissions of Ucross, its agents and/or employees.

5.00 RESPONSIBILITIES, DUTIES, AND OTHER SERVICES OF THE STATE:

The State shall act on the following in a manner necessary or appropriate to achieve satisfactory completion of the Project.

5.01 Provide Continuing Assistance in Defining the Project:

Provide assistance in defining the scope, purpose and intent for the Project.

5.02 Provide Data, Information and Support:

Assist Ucross by placing at its disposal all available data and information pertinent to the Project including previous reports and any other data which may be appropriate. This includes access to and cooperation by State officials possessing such information, etc.

5.03 Review Reports:

Examine all studies, reports, work product, and other documents presented by Ucross to the State and shall promptly advise Ucross of any comments pertaining thereto within the time periods specified in Exhibit C.

5.04 Assistance in Conference Preparation and Dissemination of Project Results:

Assist in planning, hosting and implementing necessary conferences and meetings. Further, the State will assist to the extent practicable in the broad, public dissemination of the Project results.

6.00 ASSIGNABILITY:

Ucross shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the State. Ucross shall not assign monies due or to become due to Ucross under this Contract and any such assignment shall be void.

7:00 OFFICIALS NOT TO BENEFIT:

No member of or delegate to the Congress of the United States of America, Wyoming State Legislature, or federal, state or local government official shall ~~(not)~~ receive any pecuniary benefit from the State funds committed pursuant to this Contract.

8.00 VERBAL AGREEMENTS:

This Contract together with all Contract Exhibits represents the entire integrated agreement between the State and Ucross. It is mutually agreed and understood that no alteration

or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto and that no oral understanding or agreements not incorporated herein nor any other alterations or variations of the terms hereof, unless made in writing between the parties hereto, shall be binding.

9.00 REPORTS, MAPS, AND DOCUMENTS:

⁶⁰_{RP} AT LEAST FIFTY (50) copies of maps, reports, work sheets, field notes or other documents prepared under this Contract, and ⁶⁰_{RP} AT LEAST FIFTY (50) copies of each unpublished report prepared under this Contract shall be submitted to the State. Any models, programs, or computer software generated during the course of this study shall be available for unrestricted use by the State.

10.00 DATA TO BE FURNISHED TO THE CONSULTANT:

All information, data, reports, and maps as are available to the State and necessary for the carrying out of the Scope of Service set forth herein shall be furnished to Ucross without charge by the State and the State shall cooperate with Ucross in every way possible in the carrying out of the Project.

11.00 COPYRIGHT:

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of Ucross, its staff, or consultants.

12.00 DOCUMENTS ARE PROPERTY OF THE STATE AND UCROSS:

Any report, information, data, etc., given to or prepared or assembled by Ucross or its consultants under this Contract

shall not be made available to any individual or organization by Ucross, except as expressly authorized by this Contract. All documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports so prepared by Ucross or its consultants shall be the property of the State and Ucross.

13.00 SOVEREIGN IMMUNITY:

The State does not waive its Sovereign Immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

14.00 CONTRACT INTERPRETATION:

The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming.

15.00 INDEPENDENT CONTRACTOR:

Ucross is not, and shall not be considered or deemed to be, an employee of or an official of the State, and in performance under this Contract is acting only as an independent contractor.

16.00 NOTICE:

Any notice required or permitted to be given shall be sent by registered mail and addressed to the respective parties as follows, except as otherwise provided in writing in advance by or on behalf of either party:

To the State:

The Honorable Ed Herschler
Governor
State of Wyoming
Capitol Building
Cheyenne, WY 82002

To Ucross:

Mr. Raymond Plank
Ucross Foundation
Ucross Route, Box 19
Ucross, WY 82835

17.00 SUBCONTRACTS:

17.01 Billings for Subcontractors:

Billings for subcontractors, associates or consultants services will not include any mark-up by Ucross. The subcontract costs will be billed to the State at the actual costs as billed to Ucross. Subcontract costs will be documented by attaching subcontractor billings to Ucross' billing submittals.

17.02 Copies of Subcontracts:

Ucross shall provide to the State copies of each subcontractor contract immediately following execution with the subcontractor.

18.00 EFFECT OF WAIVER:

The waiver by either party hereto of any breach, condition or provision of this Contract by the other party shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of either party to insist in any one instance, or more, upon the performance of any of the conditions or provisions of this Contract, or to exercise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

19.00 CESSATION OF EFFORTS:

Upon receipt by Ucross of written notice of termination pursuant to Paragraphs 23.00 and 24.00, Ucross and all subcontractors shall immediately cease all efforts under this Contract.

20.00 CHANGES:

The State or Ucross may from time to time request changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the State and Ucross shall be incorporated in written amendment to this Contract.

21.00 CAPTIONS OR HEADNOTES:

The captions or headnotes on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the Scope of intent thereof, or of this Contract nor in any way affect this Contract.

22.00 CIVIL RIGHTS ASSURANCES AND ANTI-SEX DISCRIMINATION

Ucross shall comply with the Civil Rights Act of 1964 and any amendments thereto. Ucross agrees and assures that no person in the United States shall on the grounds of sex be excluded from participating in, be denied the benefits of, or otherwise be subject to discrimination in connection with the operation of this Contract.

23.00 TERMINATION OF CONTRACT FOR CAUSE:

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Contract in any material respect, or if either party shall

violate any of the covenants, agreements, or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract if such default or violation is not corrected within fifteen (15) days after submitting written notice to the party in violation. Documents, data, studies, surveys, drawings, maps, models, photographs, films, duplicating plates and reports prepared by Ucross under this Contract shall upon termination be turned over to the State and Ucross shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

24.00 TERMINATION FOR CONVENIENCE OF THE STATE:

The State, by written notice to Ucross, may terminate this Contract in whole or in part for the convenience of the State. If this Contract is to be terminated, Ucross shall be compensated on an equitable basis in the following manner: Ucross will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Ucross covered by this Contract, less payments for services previously compensated under this Contract, and subject to the 50% private match.

25.00 CONTRACT TERM:

This Contract is effective immediately upon execution. The term of the Contract shall be for one (1) year from the date of execution unless terminated pursuant to Paragraphs 23.00 or 24.00 herein. Extensions of this Contract may be mutually

agreed upon by the parties, provided that such extensions must be in writing.

STATE OF WYOMING

ATTEST:

Dick Haniman

By: Ed Herschler
ED HERSCHLER, Governor
Date: 3/27/85

UCROSS FOUNDATION

ATTEST:

Leather Burgess

By: Raymond Plank
RAYMOND PLANK
Chairman of the Board
Date: 3/27/85

PRELIMINARY PROJECT SCOPE

Introduction

The parties to this Contract explicitly recognize that this project has both a work product and a process component. The work product is a no holds barred examination of Wyoming and the forces influencing our future along with a series of meetings and a major statewide conference to obtain public response to the ideas contained in the document. The process component of this project is an effort to involve greater numbers of people from divergent points of view in concrete discussions about the issues and options available to Wyoming. This effort may or may not lead to the formalization of a forum for collaborative efforts in the future.

While the State of Wyoming is supportive of the entire project, the basis for the appropriation of \$100,000 of State General funds was more narrowly defined. A January 9, 1985 letter from Governor Herschler to the Joint Appropriations Committee formally requested a supplemental appropriation for

the UCross Foundation's proposal which is a three-phase project beginning with an examination of the existing interrelated elements composing our society and economy prepared from the available data sources, followed by an evaluation of the state's internal and external factors effecting our society and economy with suggestions for direction to improve the quality of life in our state, and finally, the sharing of findings with Wyoming citizens to gain their support and preference for the direction of our future development.

UCROSS/STATE
EXHIBIT C

This project should provide a consolidation of all the studies previously prepared and in addition, a road map, if you will, for our future development and management. I believe it will be an exciting project of benefit to all.

Herschler Letter to JAC, 1/9/85.

Because this is the basis for the appropriation, only expenditures which are directed towards the above purposes will be eligible for funding by State monies.

I. Project Structure

Performance of the work and activities under the Contract is the responsibility of the Ucross Foundation. In order to facilitate the project, Ucross will establish a Project Advisory Committee consisting of no more than forty (40) and no fewer than twenty (20) members. The members of the Project Advisory Committee will be selected by Governor Herschler and Mr. Raymond Plank.

As the name suggests, this Committee will be simply advisory. Recommendations, comments, and advice from the Committee will be actively pursued and considered by Ucross.

The Advisory Committee will work to ensure that all research and reports respond to the current thoughts and attitudes of Wyoming's citizens. This Committee should reflect as nearly as possible the range of thought about social, human, environmental and economic problems in Wyoming. Naturally, the Committee should have political and geographic balance. Because

of the size of the Advisory Committee, it is expected that subcommittees will be established to give concentrated attention to particular problems. There will be one standing subcommittee designated as the Project Policy Committee.

II. Project Staffing

Many of the tasks associated with this project will require day-to-day administrative attention. The ultimate responsibility for such administrations rests with the Ucross Foundation. Further, the State does not expect that this responsibility would be contracted to a consulting firm. It is anticipated that a project director will be hired, under the direct supervision of the Ucross Foundation and Mr. Raymond Plank. The project director will be selected by Mr. Plank after consultation with Governor Herschler.

III. Progress Reports

Upon the fifteenth day of each month following execution of this contract, Ucross will provide to the Governor and the chairman of the Legislative Management Council written report summarizing the project status and the activities under the Contract.

IV. Project Schedule

4/01/85: Execution of Ucross/State Contract
4/15/85: Meeting of Study Advisory Committee to

Prior to 5/1/85:

discuss and define scope of study

Finalization of scope of study through written modifications of this Exhibit C.

First Meeting to consider First Draft

Second Meeting to consider Second Draft

Final Report

Public Meetings and Comment Period on Document (includes discussion of further steps)

Statewide Conference on the Report, future trends and options for Wyoming's future

V. Analysis Outline

A. Overview of the Economy and Lifestyle Issues

1. The Past

. Analysis of the history of the development of Wyoming's particular economy and quality of life.

. Review of trends and factors which may have controlled Wyoming's development.

2. The Present

. Analysis of the economic position of Wyoming today in absolute terms and relative to other states with a high degree of dependence on the minerals and energy related industries.

- How do the people of Wyoming view the state of the economy, quality of life, and the future prospects of the state?

- How do you define quality of life?

3. The Future

- . An analysis of future projections based on the assumption that existing policies and attitudes remain in place.

B. Sectoral Analysis

Wyoming's economy can be viewed in terms of 8 sectors each of which is affected differently by factors both internal and external to the state. The sectors to be analyzed are: (1) Agriculture; (2) mineral resources; (3) resources services and refining; (4) manufacturing (excluding activities covered by 3. above); (5) government, federal; (6) government, state/local; (7) tourism; and (8) all other.

C. Institutional Issues

A key requirement is that the study not just focus on economic development but take a broader perspective and look at the parallel development of the economic, environmental, and social condition of the state. The ultimate goal is to enable Wyoming to strike the appropriate balance between economic stability and security on the one hand and progress in areas of social and environmental concern on the other.

This task will challenge the capacity of its public and private institutions to shape and respond to the social and economic issues Wyoming faces.

D. Possible Scenarios

1. Modest growth in carefully developed niches of key sectors in the economy. Will require

design and implementation of new policies and resource commitments.

2. Stagnation/modest decline based on aggregate growth projections of key industries. Most likely to occur with "do nothing" strategy.

E. Options for an Action Agenda

1. Action Agenda

Put forward options:

- . That point to the areas within Wyoming that hold the most promise in terms of new economic development initiatives.
- . That suggest what the priorities should be to ensure steady and balanced progress towards a more stable and prosperous Wyoming that is consistent with Wyoming's quality of life.
- . That identify specific action steps that need to be taken and mechanisms that need to be put in place to address these priorities.

2. Definition of Roles

Implementation of the action agenda requires that various interests play active roles. Suggested working relationships will be identified for:

- . Business *AND LABOR ED*
- . Government (state and local). *RP 3/27/85*
- . Educational institutions.
- . Financial institutions.
- . Other state/community organizations.

In addition, recommendations will be made regarding possible consensus-building, conflict resolution and problem-solving mechanisms.

CONTRACT FOR SERVICES

THIS CONTRACT, entered into as of this 28 day of MAY, 1986, by and between the Office of the Governor of Wyoming, Governor Ed Herschler acting on behalf of the Office of the Governor (hereinafter referred to as "the Governor's Office"); and the Wyoming Futures Project, Mr. Raymond Plank, Chairman of the Board, Ucross Foundation, acting on behalf of the Ucross Foundation and the Wyoming Futures Project, 232 E. 2nd Street, Suite 201, Casper, Wyoming 82601 (hereinafter referred to as "the Futures Project").

W I T N E S S E T H :

WHEREAS, Governor Ed Herschler did write to Mr. Raymond Plank on November 25, 1985, expressing his desire to see the Wyoming Futures Project continue its efforts through the formation of task forces of Wyoming citizens to recommend options for Wyoming's continued development (a copy of said correspondence is attached hereto as Exhibit A); and

WHEREAS, the Wyoming Futures Project Advisory Group did consider the Governor's letter in a formal meeting on December 9, 1985, in Casper, Wyoming, and recommended a best efforts pursuit of six task forces (a copy of the meeting minutes is attached hereto as Exhibit B); and

WHEREAS, Governor Ed Herschler did request a legislative appropriation to include funding in his contingency budget to contract for services with the Wyoming Futures Project (a copy of the relevant text is attached hereto as Exhibit C); and

WHEREAS, the Budget Session of the 48th Wyoming Legislature did appropriate funds to the Governor's budget for this project as shown in Enrolled Act No. 1, Original House Bill No. 1;

NOW, THEREFORE, the parties do mutually agree as follows:

1.00 SCOPE OF SERVICES:

The Futures Project shall undertake its best efforts to perform the specific services and conduct the particular activities as set forth in Exhibit D attached hereto. If there is any conflict between this Contract and the provisions of the specific requirements of Exhibit D, the specific requirements of Exhibit D shall prevail.

2.00 COMPENSATION:

2.01 Matching Expenditure Basis:

The Futures Project and the Governor's Office understand that the anticipated expenditures (including in-kind contributions) for these task forces will be at least five hundred thousand dollars (\$500,000.00). The Governor's Office is prepared to expend no more than two hundred fifty thousand dollars (\$250,000.00) on the basis of a fifty/fifty match with the Futures Project. The Futures Project shall use its best efforts to raise two hundred fifty thousand dollars (\$250,000.00) of non-government funds and in-kind contributions to match the Governor's Office Expenditures.

2.02 Billing Procedure:

The Governor's Office will pay the Futures Project an initial amount of twenty thousand dollars (\$20,000.00)

upon written confirmation from the Futures Project that a like amount of private funds and in-kind contributions has been raised and earmarked for these task forces. Subsequent payments will be made on the basis of progress reports and a showing that matching funds and in-kind contributions have been raised and expended.

The Governor will initiate the payment process promptly upon the receipt of a verified statement of services rendered and matching funds raised and expended. The verified statement will be accompanied by documentation designed to demonstrate the appropriateness of the expenditure of the Governor's contingency funds.

2.03 Audits:

The Governor's Office reserves the right to audit and/or examine the time and expense records of the Futures Project pertaining to any costs which have been paid or are to be paid by the Governor's Office for performance of this Contract. The examination or audit will be performed by the duly authorized representatives of the Governor's Office during the Futures Project's normal business hours. The Governor's Office may perform the examination and/or audit anytime after contract execution and before one year after the date of final payment.

3.00 ASSIGNABILITY:

3.01 Assignment by Ucross/Wyoming Futures Project:

The parties hereto anticipate that an independent entity will be created to continue the work initiated by the Ucross Foundation/Wyoming Futures Project. The rights and

obligations of the Ucross Foundation/Wyoming Futures Project may be assigned to the newly constituted entity. Such assignment shall only occur upon the receipt of prior written approval by the State of Wyoming.

4.00 MODIFICATIONS:

4.01 Modifications to be in Writing:

All modifications, amendments or alterations in the terms of this Contract will be in writing and executed by the parties.

4.02 Modifications Anticipated:


The parties hereto recognize that the proposed scope of services reflected in paragraph 1.00 Scope of Services is preliminary and that it will necessarily be changed to accommodate economic conditions, the needs of the State of Wyoming, and the resources available to the Ucross Foundation and the Wyoming Futures Project.

Signed this 28 day of MAY, 1986.

UCROSS FOUNDATION/WYOMING
FUTURES PROJECT


RAYMOND PLANK

OFFICE OF THE GOVERNOR OF
WYOMING


ED HERSCHLER, Governor