

**AGREEMENT BETWEEN CITY OF GILLETTE, WYOMING, CAMPBELL COUNTY BOARD
OF COMMISSIONERS, TOWN OF WRIGHT, WYOMING AND
UNIVERSITY OF WYOMING, WYOMING SURVEY & ANALYSIS CENTER**

1. **Parties.** The parties to this Agreement are the City of Gillette, Wyoming, Town of Wright, Wyoming, Campbell County Board of Commissioners (“Client”), and the University of Wyoming (“University”), Wyoming Survey & Analysis Center (“WYSAC”), whose address is Dept. 3925, 1000 E. University Ave., Laramie, WY 82071.
2. **Purpose of Agreement.** The purpose of this Agreement is for WYSAC to administer the 2014 Gillette 1% Survey.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The term of this Agreement is from May 1, 2014 through October 30, 2014.
4. **Responsibilities of the Parties.**
 - A. The Client will be responsible for:
 - Providing WYSAC with a draft questionnaire.
 - Providing input on the content and signing the first contact letter to be sent to all households drawn into the sample.
 - Providing City of Gillette, Campbell County Board of Commissioners and Town of Wright logos, to be used in letterhead of the contact letter.
 - B. WYSAC will:
 - WYSAC will finalize the questionnaire provided by the Client
 - WYSAC will program the questionnaire for online survey administration and format it into a scannable document printable on one tabloid sheet (folded into booklet format).
 - WYSAC will print the necessary number of hard copies of the questionnaire and all other necessary materials for the mailings.
 - WYSAC will purchase the sample of addresses representative of all households in Campbell County with mailable addresses from MSG, a leading national vendor specializing in the generation of scientific samples. The sample will be large enough to secure not less than 600 completed surveys. The sample will not be stratified in any way and will represent all geographies proportionate to their weight in the population of the county.
 - WYSAC will administer the survey using a mixed mode of data collection. The mail survey using hard copies of the questionnaire will be supplemented with the option to complete the survey online. A four mailing sequence will be employed as follows:
 - First, WYSAC will print and send a contact letter to all households drawn into the sample. This letter, which will be ‘signed’ by the client and will utilize their letterhead, will explain the purpose and importance of the survey and will contain the URL address of the online version and will provide a unique access code. WYSAC will draft this letter and work with the Clients to finalize the content. Households will be encouraged to complete the survey online.

- Roughly 2 weeks later, a hard copy of the questionnaire will be mailed to all households who did not respond online, via standard mail. The letter accompanying the paper questionnaire will solicit participation and remind households that they can complete the survey online rather than the hard copy of the questionnaire if they prefer to do so. This letter will also contain the URL address of the survey and the unique access code to the online version. A postage-paid return envelope will be included for returning the paper questionnaire.
 - WYSAC will send a reminder letter via standard mail containing the invitation to complete the survey online in about 2 weeks after the initial questionnaire mailing. This letter will be sent to all who have not responded by that time. As with the first two letters, this letter will include the URL address and access code for the online version of the survey.
 - In another ten days or so, a replacement questionnaire will be mailed via standard mail to all households who, by that time, have not responded with completed surveys. As with the first questionnaire mailing, this mailing will include a reminder letter (URL and access code for the online version included) and a postage-paid return envelope.
- Once data collection is complete, the paper surveys will be scanned followed by data entry validation. Next, data will be exported into the SPSS data analysis software, where it will be cleaned and then merged with the data obtained over the internet. Likewise, the data collected online will be exported into SPSS where it will be cleaned prior to merging. Cleaning of the paper survey data will include skip logic validity checks as well as checks for out-of-range values
 - WYSAC will prepare a report containing the results of the survey. This report will include a description of the methods used, a discussion of key findings, complete which charts and graphs, as well as the percentage distributions and raw frequency counts of responses to all questions on the survey. Breakdowns by background variables of interest will be completed and tested for statistical significance of differences observed. Once the report is drafted it will be presented to the City for approval. The final report will be provided to the City in an electronic format.
 - WYSAC will prepare a Power Point presentation summarizing the findings of the survey and will give an in-person presentation to the City of Gillette, the Campbell County Board of Commissioners, and the Town of Wright on an agreed upon date.

Also see Attachment A for a more detailed description of the scope of work.

5. **Payment.** Client agrees to pay WYSAC a fixed price amount of **\$22,400** (twenty two thousand four hundred USD) for the services provided. The fixed price will be divided between clients, City of Gillette – \$13,462.00, Campbell County Board of Commissioners - \$8,042.00 and Town of Wright - \$896.00). The Clients will pay WYSAC within 30 days after receiving the final report and presentation.
6. **Termination of Agreement.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail. In the

event that Client decides to cancel the Agreement (other than for cause) after the Agreement has been signed, Client agrees to pay 10% of Agreement amount, or the expenses incurred through the date of termination, whichever is greater.

7. **Ownership and Copyright.** WYSAC is undertaking this project as a work for hire, and claims no ownership rights or copyright over the resulting data. WYSAC claims copyright over WYSAC written reports. To the extent permitted by the Wyoming Public Records Act and other applicable law, nothing in this agreement shall be construed as denying WYSAC's right and obligation to safeguard the confidentiality of all personally identifying information or data obtained as a consequence of the project work. Client grants to WYSAC the right to reference the project, including summary results, in promotional or other materials. Client agrees to acknowledge the assistance of WYSAC in project reports.

8. **General Provisions.**

- A. The University does not waive its sovereign or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.
- B. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- C. The parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
- D. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity.

The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

9. **Signatures.** In witness thereof, the parties to this Agreement, either personally or through their duly authorized representative, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement. The effective date of this Agreement is the date of the signature last affixed to this page.

THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT:

City of Gillette
Mayor John Opseth

Date

Campbell County Commissioners
Chairman Mark Christensen

Date

Town of Wright
Mayor Tim Albin

Date

Bistra Anatchkova, Director
University of Wyoming, Wyoming Survey & Analysis Center

Date

Dorothy Yates, Associate Vice President
University of Wyoming, Research & Economic Development

Date