

**LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: February 5, 2013

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☐ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Regs ☐ Reports & Public Petitions
☐ Resolutions ☐ Other: _____

3. DEPARTMENT: COMMISSIONERS

4. APPLICANT: COMMISSIONER HASENOUR

AGENT: COUNTY ATTORNEY

CONSIDERATION OF A RESOLUTION GIVING PUBLIC NOTICE OF LARAMIE COUNTY'S
INTENT TO CREATE A BUILDING USE AGREEMENT ALLOWING FOR THE COLLECTION OF
LEGAL SIGNATURES FOR PETITIONS OF A NON-COMMERCIAL NATURE ON AND WITHIN
THE LARAMIE COUNTY COURTHOUSE AND COURTHOUSE GROUNDS IN ACCORD WITH
CERTAIN POLICIES AND CONDITIONS

Amount \$ _____ From _____

6. DOCUMENTATION: _____ Originals(1) and (4) four copies

Commissioner

Ash _____

Hasenour _____

Holmes _____

Humphrey _____

Thompson _____

Action _____

Postponed/Tabled _____

Clerks Use Only:

Signatures

Co Attny _____

Assist Co Attny _____

Grants Manager _____

Outside Agency _____

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

RESOLUTION # _____

**“RESOLUTION GIVING PUBLIC NOTICE OF LARAMIE COUNTY’S INTENT TO
CREATE A BUILDING USE AGREEMENT ALLOWING FOR THE COLLECTION OF
LEGAL SIGNATURES FOR PETITIONS OF A NON-COMMERCIAL NATURE ON
AND WITHIN THE LARAMIE COUNTY COURTHOUSE AND COURTHOUSE
GROUNDS IN ACCORD WITH CERTAIN POLICIES AND CONDITIONS”**

WHEREAS, W.S. §§ 18-3-504, authorize the Board of Laramie County Commissioners to make such orders concerning the property of the county as they deem; and

WHEREAS, The contemplated change in allowed use of the County Courthouse is such that public comment and participation would be beneficial;

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF LARAMIE COUNTY, WYOMING, that notice is hereby given to the public that Laramie County intends to create a building use agreement allowing for the collection of legal signatures for petitions of a non-commercial nature on and within the Laramie County Courthouse and Courthouse grounds in accord with certain policies and conditions as attached hereto; that copies of the proposed building use agreement may be obtained from the Laramie County Clerk’s Office, 309 West 20th Street, Room 1513, Cheyenne, Wyoming; that all interested persons may submit written comments to the Laramie County Clerk, 309 West 20th Street, P.O. Box 608, Cheyenne, Wyoming 82003, no later than 12:00 p.m. on February 19th, 2013; that there shall be a public hearing on this proposed building use agreement and its terms and conditions on February 19, 2013 at 3:30 p.m. in the Laramie County Commissioners meeting room on the third floor of the Old County Courthouse, 310 West 19th Street, Cheyenne, Wyoming; and that this notice shall be published once in the Wyoming Tribune-Eagle as soon as practicably possible.

PRESENTED, READ AND ADOPTED this _____ day of _____, 2013.

BOARD OF LARAMIE COUNTY COMMISSIONERS

Troy Thompson, Chairman

ATTEST:

Debra K. Lathrop, Laramie County Clerk

Reviewed and approved as to form:

Mark Voss
Laramie County Attorney

AGREEMENT AND CONDITIONS FOR THE SOLICITATION OF SIGNATURES ON PETITIONS IN THE LARAMIE COUNTY COURTHOUSE

Individuals wishing to acquire legal signatures from citizens for petitions of a non-commercial nature may be allowed to use a portion of the lobby entrance area of the Laramie County Courthouse for such purpose in accord with the following policies and conditions. Nothing herein shall be construed so as to prohibit the solicitation for petition signatures on the public sidewalks surrounding the County Courthouse:

1. Individuals acquiring signatures, "Petitioners," for signatures may collect signatures on the sidewalks leading into the Laramie County Courthouse, including those sidewalks which are part of the property of Laramie County as well as the public sidewalks which encircle the building. Petitioners acting to acquire signatures on property belonging to the County must abide by the restrictions on the nature and type of the activity described herein including but not limited to a requirement that Petitioners shall not block or impede pedestrian passage to and from the courthouse. Petitioners using the public sidewalks surrounding the Courthouse are subject to such restrictions and ordinances, if any, as imposed by the City of Cheyenne.

2. Petitioners may collect signatures inside the Laramie County Courthouse but must limit their presence to the area of the lobby in the North-east corner of the Courthouse building directly adjacent to, and north-east of the court security desk. Solicitation for signatures on petition shall be allowed between the hours of 8:30 AM and 4:30 PM on the days when the Courthouse is open for public business.

3. Petitioners may employ up to two signs of no greater size then 24 x 36". The sign shall be limited to a verbatim written description of the item, proposal or ballot proposition for which signatures are sought. No photographs, graphic images, artificial lights or devices, objects which produce sound or visual effects, decorations or costumes shall be allowed. Signs shall be located so as not to interfere with passage by persons in or out of the courthouse and if located outside, may be unattended but not affixed to any county property in a manner so as to damage or mar said property. Petitioners may not provide gifts, trinkets or any items to signatories. No food or beverage is allowed in the lobby area of the Courthouse.

A. All Petitioners shall place in a visible location on or near any sign or their location a written disclaimer stating "Laramie County does not endorse or support the views expressed in this petition. Any opinions expressed by this Petition or Petitioners are solely those of the Petitioners." Said sign shall be no smaller that 11" x 17".

4. Petitioners may have and employ one small table, of the folding type, in no greater dimension than 36" x 36," up to 2 folding chairs and such clipboards and writing instruments as may be necessary for signatures upon petitions. Table and chairs shall be located as close to the North east corner of the lobby area as is possible to avoid interference with the passage of citizens through the lobby area of the Courthouse. Petitioners may not leave their petitions and equipment unattended.

5. Solicitation and/or requests for signatures must be done in a normal tone and volume of voice. No loud sounds, shouting, singing, whistling, abusive or obscene language or disruptive behavior of any kind shall be allowed. Solicitation shall be conducted in a calm and polite manner respectful of other citizen's need to carry out their business in the Courthouse without interference. Individuals may be requested by the Petitioner to sign the petition in the designated area of the Courthouse, however, the Petitioner shall not be allowed to pursue, follow or accompany any individual as they move through the courthouse hallways, in order to encourage signature upon the petition.

6. Petitioners must leave the area in which they have been conducting their operations in the same condition as it was upon their arrival. Petitioners must collect all trash or debris and removing any equipment, signage or other items from the lobby of the Courthouse upon completion of their solicitation at the end of each business day. Petitioners may not leave supplies and equipment in or on Courthouse grounds overnight.

7. Before commencing solicitation for signatures on the petition all potential Petitioners must execute this agreement in which they agreed to fully indemnify and defend the County in the event of injury or damage to property or loss which might be incurred during the course of solicitation.

8. Solicitation for signatures on petitions shall not be conducted in any manner which disrupts the orderly function of business in the County Courthouse. By signature below, Petitioners agree that the Courthouse premises are a limited public forum in which reasonable time, place and manner restrictions may be placed on activities such as solicitation for petition signatures. In the event of complaints from citizens as to the behavior of individuals soliciting petitions for signatures, in the discretion of court security personnel, Laramie County Risk Management, Laramie County Sheriff's Department or the Laramie County Commissioners, Petitioners may be asked to leave the building. The County Commissioners shall have final authority over the presence or exclusion of Petitioners.

9. Petitioners agree and understand that the functions and uses of the County Courthouse and the agencies doing business therein are the primary concerns of the County. Petitioners agree and understand that in the event that uses of the County Courthouse by County or government entities require that Petitioners cease operations such operations must cease upon the request of County officials.

GENERAL TERMS:

A. Petitioners shall use only those parts of the County Building as provided in this agreement for the solicitation of petition signatures.

B. Petitioners are responsible for and shall pay to repair all damage caused by its employees, agents, participants or invitees to any fixtures and equipment in the County Building or to the County Building as a result of the use. Petitioners are solely responsible for their

equipment and personal belongings, the County is not liable for loss, damage or protection of the equipment or personal belongings of Petitioners.

C. Petitioner shall clean, if necessary, all areas of the County Building which are used pursuant to this Agreement and shall leave the County Building in the state it was prior to the commencement of the use. Failure of Petitioner to clean areas of the County Building to the satisfaction of the Laramie County Maintenance Director shall result in an assessment of costs to Petitioner for any necessary cleaning.

D. Default: Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

E. Independent Entities: County, and Petitioner are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Petitioner pursuant to this application and agreement are those of an independent agent and not those of an employee of the County. Positions and views expressed by Petitioners are those of the Petitioner alone and County permission for use of the premises shall not constitute an endorsement or adoption of said positions or views.

F. Entire Agreement: This Application and Agreement (1-5 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

G. Assignment: Neither this Application and Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

H. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

I. Invalidity: The parties mutually understand and agree this Application and Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Application and Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Application and Agreement are fully severable.

J. Venue: If any dispute arises between the parties from or concerning this Application and Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. Nothing in this clause shall be interpreted or construed to waive County's assertion of governmental immunity.

K. Contingencies: Petitioner certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Application and Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Application and Agreement.

L. Governmental Immunity: County does not waive its governmental immunity provided by any law, including W.S. § 1-39-101 et seq., by entering into and/or granting this Application and Agreement and County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, County does not waive its governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this Application and Agreement.

M. Notices: All notices required and permitted under this Application and Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

N. Indemnification: To the fullest extent permitted by law, Petitioner agrees to indemnify and hold harmless County, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement. In granting this agreement, County may, in its sole discretion, require a Petitioner to show proof of insurance sufficient to cover Petitioner's obligations pursuant to this clause.

O. 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 status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Application and Agreement, and shall inure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Application and Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive County's governmental immunity in any way and shall not be construed to waive County's governmental immunity in any way.

P. Termination: This Agreement may be terminated (a) by any party at any time for failure of another party to comply with the terms and conditions of this agreement; (b) by County immediately without notice for a violations of the terms and conditions herein; or (c) by County with reasonable notice based on the needs of the County.

Q. Availability of funds or space: County's obligations under this Agreement are conditioned upon the availability of funds and/or space which are appropriated or allocated for such obligations. If funds or space are not allocated and available for the continuance of said

obligations the Agreement may be terminated by County at the end of the period for which funds are available. No penalty shall accrue to County in the event this provision is exercised, and County shall not be obligated or liable for any damages as a result of termination under this provision.

X. Compliance with Law Both parties shall fully adhere to all applicable local, state, and federal laws.

Y. Understanding and acceptance By their execution each party certifies it has read and understood this Agreement, agrees to be bound by the terms hereof and have the authority to execute and bind.

LARAMIE COUNTY, WYOMING

APPROVED _____

By: _____ Date _____
Designee of the Laramie County Commissioners

Petitioner: (name of organization) _____

By: _____ Date _____
Name (print)
Title: