SENATE BILL #2970

TITLE:	Funding a Vote Center at the University of Wyoming Gateway Gover Center from 2026-2036
DATE INTRODUCED:	04/02/24
AUTHOR:	First-Year Senator Hargett, President Murfitt
SPONSORS:	Senators Brown, Culp, Gomelsky, Hennigar, Hulen, Keasling, Langford, Moore, Schliebe; First-Year Senators Heffley, Mackenzie, Morales, Verdeyen; Director of Community and Governmental Affairs Bouma; Chief of Legislative Affairs Knopp; Turning Point USA at UWYO; Young Americans for Freedom; Bridge UWyo

- 1. WHEREAS, the purpose of the Associated Students of the University of Wyoming
- 2. (ASUW) is to serve our fellow students in the best manner possible; and,
- 3. WHEREAS, the Albany County Clerk has expressed significant interest in having a
- 4. vote center on campus; and,
- 5. WHEREAS, having a vote center on campus would improve civic engagement by the
- 6. student body, faculty, and staff at the University of Wyoming; and,
- 7. WHEREAS, having a vote center on campus would increase awareness that an election
- 8. is taking place; and,
- 9. WHEREAS, the Gateway Center is a short walk from anywhere on the main campus and
- 10. would make voting more accessible to those without vehicles; and,
- 11. WHEREAS, having a vote center on campus would bring thousands of people from the
- 12. Laramie community onto the University of Wyoming campus and to one of its newest
- 13. buildings; and,
- 14. WHEREAS, having a vote center on campus would build a relationship between the

15. State of Wyoming, the Laramie community, and the University of Wyoming; and,

16. WHEREAS, the Gateway Center is the most accessible place for a vote center, as a vote

17. center would need to accommodate thousands of people rotating in and out of the

18. building and parking lot throughout election day; and,

19. WHEREAS, in 2026, Albany County intends to transition from having many location

20. based polling places to a few vote centers, where anyone from Albany County can vote;21. and,

22. WHEREAS, extensive communication has been done with both Kayla White, the

23. Albany County Clerk, and Derek Jones, who manages the Gateway Center to confirm

24. the logistics of this legislation; and,

25. WHEREAS, both the Albany County Clerk and Derek Jones are in support of this26. project; and,

27. WHEREAS, Derek Jones has written up a contract, found in Addendum B, that can be

28. recreated for each election occurrence; and,

29. WHEREAS, the VP of Student Affairs has expressed interest in this project and UW

30. funding this project, though this funding has not been planned or assured; and,

31. THEREFORE, be it enacted by the Associated Students of the University of

32. Wyoming (ASUW) Student Government that ASUW will create a budget line item in

33. their annual budget dedicated to paying for the voting center annually with the line item

34. being implemented starting in the ASUW fiscal year 2026 budget; and,

35. THEREFORE, be it further enacted that the money in the line item be used to provide

36. to the Albany County Clerk in the amount of \$5,000 to fund the renting of the Gateway

37. Center for the voting dates provided by the Albany County Clerk listed in Addendum A;

38. and,

39. THEREFORE, be it further resolved that the University of Wyoming Gateway Center40. should be a vote center beginning in 2026 and for nine years after; and,

41. THEREFORE, be it further enacted that the Albany County Clerk's Office should be

42. permitted to utilize the Gateway Center the afternoons before election days, to set up

43. election equipment; the day of election days; and the morning after election days, before

44. the equipment is removed (removal begins at 7:00 am); and,

45. THEREFORE, be it further enacted that the University of Wyoming Gateway Center

46. work with the Albany County Clerk on any other necessary logistics; and,

47. THEREFORE, be it further enacted that upon passage, a copy of this legislation be sent

48. to the University of Wyoming Gateway Center, Office of the President, Board of

49. Trustees, Division of Student Affairs; Diversity, Equity, and Inclusion Office, SLCE

50. Civic Engagement Coordinator, UW Faculty Senate, Albany County Clerk's Office,

51. College of Arts and Sciences, Turning Point USA at UWyo, UWyo College Democrats,

52. UWyo Young Americans for Liberty, Wyoming Young Communist League, Bridge

53. UWyo, Political Science Club, and the Branding Iron; and,

54. THEREFORE, be it further enacted that this legislation goes into effect immediately 55. upon passage.

Referred to:	HOPE, AD&P, B&	<u>P</u>	
Date of Passage	: April 9 th , 2024	_Signed:	
			(ASUW Chairperson)

"Being enacted on <u>April 9th, 2024</u>, I do hereby sign my name hereto

Adopted Via Unanimous Consent

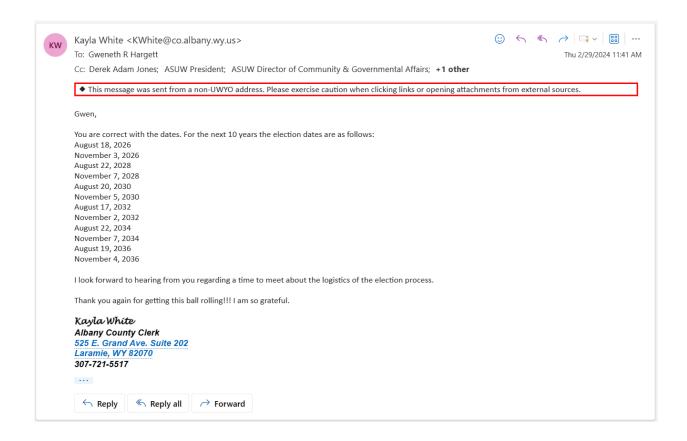
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and approve this Senate action."

ASUW President

Addendum A

Albany County will use the Gateway Center as a Vote Center on even-numbered years for the primary election on the first Tuesday after the third Monday in August and the general election on the Tuesday following the first Monday in November. The exact dates are shown in the email below from the Albany County Clerk:



Sales & Catering Contract



E00368

Client/Organization	Event Date	Booking Contact	Booking Email	Event #
Albany County Clerk's Office	8/17/2026 (Mon)	White, Kayla	KWhite@co.albany	y.wy.us E00368
Address		BookingTel	Status	Guests
525 E. Grand Ave. Suite 202		(307) 721-5517	Tentative	1000+ (Pln)
Party Name	Theme	Sales Rep	Cate	gory
Primary Election Set-up/Voting/Teardov	Conference	Derek Jones		side/UW affiliated

GUEST COUNT & PRICING

PRICING BASED ON GUEST COUNT OF 1000+. ANY CHANGES TO THIS GUEST COUNT MUST BE MADE NO LATER THAN 72 HOURS BEFORE THE START OF THE FIRST EVENT. ADDITIONAL FEES MAY APPLY.

		BANQUETRO	OMS		
Date	Banquet Room	Setup Style	Start	End	Room Chg
8/17/2026-Mon	UWCC & MHRGC	Rental	12:00 pm	8:00 pm	5,000.00
8/18/2026-Tue	UWCC & MHRGC	Rental	7:00 am	10:00 pm	0.00
8/19/2026-Wed	UWCC & MHRGC	Rental	8:00 am	12:00 pm	0.00

Subtotal	5,000.00	Paid	0.00
Taxes (6%)	0.00	Balance	5,000.00
Total Cost	0.00		

Facility Rental & Catering Contract

The following represents an agreement between the University of Wyoming Catering & Events and ______, a (n) [individual, corporation, governmental entity, institution of higher education] hereinafter the "Client" whose address is

FUNCTION SPACE AND MEETING ROOM RENTAL

The above function space has been reserved for your event and will be considered confirmed upon signature of this agreement and receipt of initial deposit. Client agrees to adhere to the contracted start and end times (including all set up

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/ strike), as other groups may be utilizing the space before or after your function.

All functions must end by 12:00 a.m., and the property must be vacated by 12:30 a.m. UW Catering & Events reserves the right to control noise levels in function space.

FUNCTION SPACE & CATERING SERVICES

Client will be responsible for providing UW Catering & Events with all final meeting room set up needs, selected menus, final Bar/Alcohol Services, and final AV requirements **21 days** prior to the event. UW Catering & Events will provide Banquet Event Orders (BEO's) for your review and signature before any orders can be confirmed.

Final Catering guarantee for all meals will be due in writing to the Catering Manager **72 business hours** prior to your event. Any increase in guarantee within 72 hours of your event will be based on availability for the request and not guaranteed. If no guarantee is provided by the deadline, your original expected attendance number will be used as our guarantee.

Outside food and beverage may not be brought into the Marian H. Rochelle Gateway Center and/or UW Conference Center; all food and beverage services will be provided by UW Catering & Events.

RENTAL INCLUSIONS

Function room rental fees include basic table, chair and banquet set up. Additional labor fees may apply for more complicated set ups or cleanup.

Meeting rooms will be set per the specifications of the client with the intention that the set will remain the same for the entire day. Additional fees may apply if the room needs to be reset.

AUDIO VISUAL

Unless otherwise noted, audio visual equipment is above and beyond the contracted meeting room rental rates.

UW Catering & Events will advise the client on any audio visual needs that are requested and will facilitate the rental and set up of all equipment in-house and through any UW preferred vendors.

Any Audio Visual requests made within 24 hours of an event start date will be subject to availability and will incur a 20% up-charge of the standard rental rate.

WIRELESS INTERNET

UW Guest access wireless Internet will be available at no additional charge for casual Internet browsing.

DISPLAY SCREENS

See Appendix A for an outline of display screens available for client use at the Marian H. Rochelle Gateway Center. Content for display screens is due to the UW Catering & Events 7 business days prior to the event. It is the client's responsibility to ensure appropriate file sizes and types for quality viewing.

A specification sheet for the display screens will be provided by UW Catering and Events upon request.

ALCOHOL

Alcohol service will be provided or arranged for by UW Catering & Events. In the event of a hosted beer and wine bar, the client shall be responsible for the purchase and transportation of the alcohol to a location determined by UW Catering & Events.

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PARKING

Parking will be available at the surrounding lots, including War Memorial Stadium and the UW Conference Center. An approximate number of parking spots are available on a first-come, first served basis and will not be reserved as exclusive for your event, unless special pre-determined arrangements have been made and signed in writing.

Valet parking services are available at an additional fee and can be arranged through UW Catering & Events.

Parking at War Memorial Stadium will not be available during home football games, even if the home football game has not been scheduled/ published at the time of contact signature.

SHIPPING & BOXES

The UW Marian H. Rochelle Gateway Center and/or UW Conference Center will accept reasonable shipments up to three days prior to your event. Materials needing return shipping after the event will be the responsibility of the Client. Pallets will be accepted at an additional charge.

UW Catering and Events will need to be notified and arrangements can be made to accommodate such shipments up to 5 working days prior to event and only with written approval.

SIGNS, BANNERS AND OTHER DÉCOR

Only self-standing banners and signage are permitted in the Marian H. Rochelle Gateway Center and/or UW Conference Center. Adhering signs, posters, fliers, banners or any other materials to walls or doors, etc. is not permitted in any space, including meeting rooms or atriums. The use of open flames, or any other potentially hazardous decoration is also not permitted in any space. It is the client's responsibility to convey all regulations to all guests and vendors. No banners, signage or group materials may be displayed by the Client in the private administrative or public areas of the Marian H. Rochelle Gateway Center and/or UW Conference Center.

PAYMENT TERMS

Client agrees to follow deposit and payment schedule as outlined below:

Upon contract signature	30% of estimated conference cost including room rental fees, food and
	beverage, bar and entertainment
Post Event	Remaining Balance due upon receipt of invoice

In addition to the rental fees listed in "Function Space and Meeting Room Rental," applicable city, state and federal taxes will be added to room rental and food and beverage services.

Organizations that are requesting to be billed as tax exempt must provide their current Certificate of Tax Exemption not later than seven days prior to the event.

Should the Client at any time fail to meet the deposit and payment terms UW Catering & Events will be free to release the contracted space and services, and attempt to re-sell.

CANCELLATION POLICY

The Client agrees that if, for any reason, they decide to cancel the event, they will provide UW Catering & Events written notice of such cancellation. The Client acknowledges that a cancellation would constitute a breach of contract and would

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- B. APPLICABLE LAWS. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990. UW'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 statues or University Regulations.
- C. ASSIGNMENT. Without prior written consent of the other party, neither party may assign the Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- D. CONTROL OF THE FACILITIES. The facilities associated with the event shall be at all times under control of the University and its authorized agents. The right is reserved at all times for any and all employees of the University so designed by the University to enter the premises.
- E. ENTIRETY OF AGREEMENT. This agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, and representations and agreements, whether written or oral.
- F. FORCE MAJEURE. If the performance of any covenant(s) of this Agreement shall be prevented by an act of God, physical disability, acts or regulations or public authorities or labor union, labor difficulties, strike, civil tumult, war, epidemic or any other proven cause beyond their control, Client and University shall respectively be relieved of their obligations stated in this Agreement.
- G. GOVERNMENTAL CLAIMS. 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.
- H. INDEMNIFICATION. Client agrees to conduct its activities upon the premises, so as not to endanger any person lawfully thereon. Client agrees to defend, indemnify and hold harmless the University and its public employees as defined in W.S. Section 1-39-103 (1977), as amended, from any and all claims causes of action, claims or costs, including the costs of defense, arising from the negligence or client, its employees, agents, and volunteers. This includes actions, claims or costs brought by third parties and from client's employees, volunteers, members and agents.
- I. INTERPRETATION. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- J. **PRIOR APPROVAL.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.
- K. SEVERABILITY. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

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be subject to the following terms:

9 months prior to event	No cano	cellation fee
6 months to 9 months prior to e	event	50% room rental fees
3 months to 6 months prior to e	event	75% room rental fees
1 month to 3 months prior to ev	vent	100% room rental fees
Less than 1 month		100% room rental fees (+ F & B costs)

Client agrees to pay UW Catering & Events within 45 days of cancellation as liquidated damages and not as penalty.

SECURITY

UW Catering & Events shall secure staffing for client's event in conjunction with client. UW Catering & Events shall determine the type and number of staff. Costs for such personnel shall be reimbursed to UW Catering & Events.

If additional security is deemed necessary by UW Catering & Events, client will be responsible for hiring private security at their own expense. Client may use a UW preferred vendor, UW Campus Police, or Laramie law enforcement officers. Security personnel may not carry weapons.

DAMAGE

UW Catering and Events, or our respective employees, agents and affiliated, will not be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes. Client is solely responsible for any damage/repairs incurred by client or attendees during your event/on University of Wyoming premises.

INSURANCE

Client agrees to provide proof of general liability insurance coverage, including coverage for bodily injury and property damage, in the amount of \$1,000,000 combined single limit. Client must name the University as additional insured on the policy for the duration of the event. Client's insurance may include a self-insured retention or be provided by participation in a governmental risk pool. Evidence of available funding may be required for self-insured retentions over \$100,000. Client agrees to provide a certificate of insurance to the University not less than 5 days prior to the event.

Client agrees and acknowledges that except in the case of gross negligence the University, University will not be responsible for damage or injury to Client's property or guest property. Client has procured sufficient insurance to cover the loss of such property. Client hereby waives any claims against the University or University's insurance policies for the loss of Client's property or the property of Clients guests.

USE OF LOGOS AND MARKETING

UW Catering & Events has the right to review and approve any advertising or promotional materials in regards to your event, especially those that reference or use the logo for UW Catering & Events, the University of Wyoming, and/or the Marian H. Rochelle Gateway Center/UW Conference Center. Any printed material referencing either the UW Conference Center and/or the Marian H. Rochelle Gateway Center gateway Center must use the full and official building names.

GENERAL PROVISIONS

A. AMENDMENTS. Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

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- L. SOVERIGN IMMUNITY. The University does not waive its sovereign or governmental immunity by entering into his Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- M. THIRD PARTY BENFICIARY RIGHTS. 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 Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to his Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- N. LEGAL AUTHORITY. Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and / or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant (s) that such person (s) have full authorization to execute this Agreement.
- O. COVID-19. The University shall have the ability to terminate this agreement on 10 days' written notice to the other party without penalty or any cancellation fees of any kind imposed on the University if the reason is related to the COVID-19 pandemic and the University deems it in the best interests of the University to terminate the contract/agreement for the health and safety of its employees, students and/or the public. The University has put in place reasonable physical safeguards relative to the COVID-19 virus. However, an inherent risk of exposure to COVID-19 exists in any public place where people are present. While on University property, you agree to follow all posted rules and verbal instructions from staff members, and you voluntarily assume all risks related to exposure to COVID-19.

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SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized representatives 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 as set forth herein.

Approved and authorized by Client:	Approved and Authorized by UW Catering & Events:
Name:	Name:
Signature:	Signature:
Date:	Date:

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