



Carbon County
JUL 09 2018
Attorney's Office

Office of the Attorney General

Governor

Matthew H. Mead

Attorney General

Peter K. Michael

Tort Litigation Division

Kendrick Building
2320 Capitol Avenue
Cheyenne, Wyoming 82002
307-777-6886 Telephone
307-777-8920 Fax

Chief Deputy Attorney General

John G. Knepper

Division Deputy

Daniel E. White

July 5, 2018

Ashley Mayfield Davis
Chief Deputy County and Prosecuting Attorney
P.O. Box 1146
Rawlins, Wyoming 82301

Re: Second Amendment to the Joint Powers Board Agreement Creating the South Central Wyoming Emergency Medical Services Board

Dear Ms. Davis:

Enclosed please find the above-referenced agreement bearing the Attorney General's signature of approval.

If you have any questions, please feel free to contact me at 307-777-6990.

Sincerely,

A handwritten signature in black ink, appearing to read "Tyler M. Renner".

Tyler M. Renner
Assistant Attorney General

Enclosure

SECOND AMENDMENT TO THE JOINT AGREEMENT BETWEEN THE TOWN OF ELK MOUNTAIN, WYOMING, THE TOWN OF MEDICINE BOW, WYOMING, THE TOWN OF SARATOGA, WYOMING, THE TOWN OF RIVERSIDE, WYOMING, THE TOWN OF ENCAMPMENT, WYOMING, THE TOWN OF HANNA, WYOMING, AND CARBON COUNTY, WYOMING CREATING THE SOUTH CENTRAL WYOMING EMERGENCY MEDICAL SERVICES JOINT POWERS BOARD AGREEMENT

THIS SECOND AMENDMENT TO THE JOINT AGREEMENT is entered into this 8th day of May, 2018, by and between the Commissioners of Carbon County, Wyoming, a body politic and corporate (hereinafter referred to as "County"), the Town of Elk Mountain, a Wyoming Municipal Corporation, the Town of Medicine Bow, a Wyoming Municipal Corporation, the Town of Saratoga, a Wyoming Municipal Corporation, the Town of Riverside, a Wyoming Municipal Corporation, the Town of Encampment, a Wyoming Municipal Corporation, and the Town of Hanna, a Wyoming Municipal Corporation.

WHEREAS, the parties hereto entered into a Joint Powers Board Agreement pursuant to the Wyoming Joint Powers Act, (Wyo. Stat. § 16-1-102 et. seq.), hereinafter referred to as the "Act"; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend Section **1.0 Creation, Organization and Composition of Joint Powers Board** of the Agreement to modify voting member qualifications for the Joint Powers Board, to add an ex-officio non-voting member position for employees of South Central Wyoming Emergency Medical Services Joint Powers Board, to clarify the language on what establishes a quorum for the transaction of business, and to correct the numbering of the paragraphs in this section of the Joint Powers Board Agreement; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend paragraph 1.04 to create an ex-officio non-voting Joint Powers Board member for the Joint Powers Board employees; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend Paragraph 1.04 to remove the prohibition against elected officials from the Governing Bodies of Participating Agencies from being appointed as members of the Joint Powers Board; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend Paragraph 1.05 to prohibit employees of South Central Wyoming Emergency Medical Services Joint Powers Board from being appointed as voting members of the Joint Powers Board; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend Paragraph 1.09 to clarify the language for establishing a quorum for the transaction of business; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend the numbering of the paragraphs in **Section 1.0 Creation, Organization and Composition of Joint Powers Board** of the Agreement to correspond with the other changes made herein; and

NOW, THEREFORE, the following Second Amendment to the Joint Agreement Between the Town of Elk Mountain, Wyoming, the Town of Medicine Bow, Wyoming, the Town of Saratoga, Wyoming, the Town of Riverside, Wyoming, the Town of Encampment, Wyoming, the Town of Hanna, Wyoming, and Carbon County, Wyoming Creating the South Central Wyoming Emergency Medical Services Joint Powers Board Agreement shall become effective upon signature by all the parties and approval by the Wyoming Attorney General. **Section 1.0 Creation, Organization and Composition of Joint Powers Board** shall be and hereby is modified to the following language, and all other parts of the Joint Powers Board Agreement not specifically modified herein, shall remain in full force and effect.

1.0 Creation, Organization and Composition of Joint Powers Board.
There is hereby created, pursuant to Wyo. Stat. § 16-1-106 of the Act, the South Central Wyoming Emergency Medical Services Joint Powers Board (hereinafter referred to as the “Joint Powers Board”).

1.01. The Joint Powers Board shall consist of Seven (7) voting members, all of whom shall be qualified electors of Carbon County.

1.02. Each Governing Body of the Participating Agencies shall appoint one

(1) member to the Joint Powers Board.

1.03. The Memorial Hospital of Carbon County shall have two (2) ex-officio non-voting members. The ex-officio members shall be the Chief Executive Officer of the Hospital and the EMS Medical Director and shall be appointed by the County.

1.04. The employees of South Central Wyoming Emergency Medical Services Joint Powers Board shall have one (1) ex-officio non-voting member representing them on the Joint Powers Board. This member shall be selected by the employees and appointed by the Joint Powers Board; however, will not be held by an administrator or manager delegated with the responsibility of the day to day operations of the organization.

1.05 No voting member on the Joint Powers Board representing any of the Participating Agencies will be an employee of South Central Wyoming Emergency Medical Services Joint Powers Board.

1.06. Appointments for a full term shall be for a full three (3) year staggered term. Vacancies for unexpired terms shall be filled by appointment by the Governing Bodies of the Participating Agencies. Members of the Joint Powers Board may be removed for cause by the Governing Bodies of the Participating Agencies. In order to set up the staggering of terms, initially each of the Towns shall appoint one member each for a one (1) year term, and the County shall appoint one member for a three (3) year term. The jointly appointed member shall serve a two (2) year term. All members of the Joint Powers Board shall be appointed by each of the Participating Agencies within thirty (30) days of the approval of this agreement by the Wyoming Attorney General's Office

1.07. All vacancy appointments shall be made by the Governing Body which made the appointment of the retiring member. In the event a vacancy should occur prior to the expiration of the retiring member's terms, the successor shall be appointed within thirty (30) days of notification to such Governing Body of the vacancy to serve the unexpired portion of the retiring member's term and the appointment of the retiring member.

1.08. Upon this Agreement becoming effective and upon the appointment of at least a majority of the members of the Joint Powers Board, members shall be given notice of the time and place for the first meeting of the Joint Powers Board by the County Attorney, and at which time the Joint Powers Board shall organize itself. At the organizational meeting, the Board shall also elect from its membership a Chairperson, Vice-chairperson, Secretary and Treasurer. At the first meeting, the Joint Powers Board shall adopt policies, by-laws and regulations for emergency medical services which shall be consistent with emergency medical care according to standards set by the Physician Director and the Office of Emergency Medical Services of the Department of Health for the State of Wyoming. The Secretary of the Joint Powers Board shall notify the Participating Agencies' Governing Bodies of the Joint Powers Board of its organization and shall file a certification with the County Clerk, Secretary of State and Office of the Attorney General showing the Joint Powers Board's organization.

1.09. The Joint Powers Board shall meet at the call of the Chairperson, upon oral or written request of a majority of the members, within ten (10) days after the request is given by any Participating Agency or in any event not less than once every three (3) months.

1.10. Four (4) voting members of the Joint Powers Board shall constitute a quorum for the transaction of business. The vote of a majority of the voting members present at a meeting where a quorum is present shall determine the action or decision of the Joint Powers Board, except when a different vote is required by State Law.

1.11. A Joint Powers Board member who is present at a meeting of the Joint Powers Board at which action or any matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file a written dissent to such action with the secretary before the adjournment of the meeting, or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

1.12. Joint Powers Board members may attend meetings telephonically or by other acceptable means of telecommunication.

1.13. At the first organizational meeting and at each annual meeting thereafter, the Joint Powers Board shall establish a budget for the acquisition of assets and the operation and maintenance of acquired facilities for the ensuing year. Deficit spending shall not be permitted.

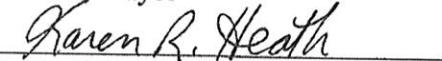
1.14. The principal office of the Joint Powers Board shall be located within the Elk Mountain Fire House, the address of which is Hwy 72 1/2 mile from the Town of Elk Mountain, Elk Mountain, Wyoming P.O. Box 58 Elk Mountain, Wyoming 82324

This Agreement is made duly and executed this 8th day of May, 2018, in accordance with the authorization by majority vote of the duly elected members of the Governing Bodies of the Participating Agencies, and by majority vote of the duly elected members of the Board of County Commissioners of Carbon County.

TOWN OF MEDICINE BOW, WYOMING

By: 

Kevin Colman, Mayor

Attest: 

Town Clerk

Dated this 12th day of March, 2018.

TOWN OF ELK MOUNTAIN, WYOMING

By: 

Morgan Irene, Mayor

Attest: 

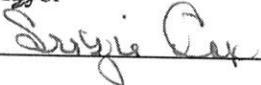
Town Clerk

Dated this 12th day of March, 2018.

TOWN OF SARATOGA, WYOMING

By: 

Ed Glode, Mayor

Attest: 
Town Clerk

Dated this 8th day of May, 2018.

TOWN OF RIVERSIDE, WYOMING

By: Fred Lorenz

Leroy Stephenson, Mayor Fred Lorenz, Mayor Pro Tem

Attest: Jana Carroll-Cook

Town Clerk

Dated this 8 day of March, 2018.

TOWN OF ENCAMPMENT, WYOMING

By: Greg Salisbury
Greg Salisbury, Mayor
Attest: Debra J. Avery, OMC
Town Clerk

Dated this 6th day of March, 2018.

TOWN OF HANNA, WYOMING

By: Tony D. Poulos

Tony Poulos, Mayor

Attest: QCalvert

Town Clerk

Dated this 10th day of April, 2018.

CARBON COUNTY, WYOMING

Board of Commissioners of the
County of Carbon, Wyoming

By: Willing Johnson

Willing "John" Johnson, Chairman

Attest: Gwynn Bartlett

Gwynn Bartlett, Carbon County Clerk



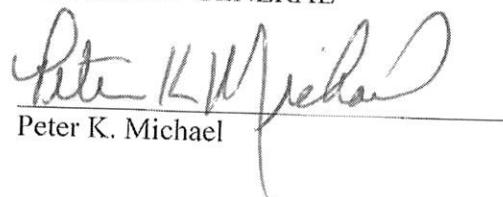
Dated this 6 day of March, 2018.

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), the Wyoming Attorney General has reviewed the Second Amendment to the Joint Agreement between the Town of Elk Mountain, Wyoming, the Town of Medicine Bow, Wyoming, the Town of Saratoga, Wyoming, the Town of Riverside, Wyoming, the Town of Encampment, Wyoming, and Carbon County, Wyoming Creating the South Central Wyoming Emergency Medical Services Joint Powers Board Agreement, and determined that the Second Amendment is compatible with the laws and constitution of the State of Wyoming. The approval of the agreement by the Attorney General is limited to the terms and conditions of the agreement itself and does not extend to any individual project or the financing of any individual project contemplated under the Agreement.

Approved this 4th day of July, 2018.

ATTORNEY GENERAL


Peter K. Michael