

THIRD AMENDMENT TO AND RESTATEMENT OF THE JOINT POWERS
AGREEMENT, AS PREVIOUSLY AMENDED, 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

THIS THIRD AMENDMENT TO THE JOINT POWERS AGREEMENT is to be effective on the date on which the Wyoming Attorney General’s Office approves this Third Amendment as required by W.S. 16-1-105(a)(ii), and is made and entered into by and between the Board of County Commissioners, 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, each of which constitute an "agency" as defined by W.S. 16-1-103, and hereinafter are collectively referred to as "Participating Agencies" or, collectively, as the "Joint Powers Board" or “SCWEMS Joint Powers Board.”

RECITALS

1. On March 30, 2009, the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate, 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, and the Town of Encampment, a Wyoming Municipal Corporation, entered into an agreement to establish the South Central Wyoming Emergency Medical Services Joint Power Board [“Original Agreement”]. The Original Agreement was approved by the Wyoming Attorney General’s Office as required by W.S. 16-1-105(a)(ii) on March 30, 2009.

2. On January 25, 2016, the Board of County Commissioners, Carbon County, Wyoming, a body politic and corporate, 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, entered into the First Amendment to the Original Agreement. The First Amendment was approved by the Wyoming Attorney General’s Office as required by W.S. 16-1-105(a)(ii) on May 9, 2016. The First Amendment: (a) added the Town of Hanna as a party to the Original Agreement, as amended, and made it a “participating agency”; such inclusion of the Town of Hanna as a participating agency was made without the contribution of any additional capital or financial consideration aside from contributions previously provided by the Town of Hanna through the Memorandum of Understanding dated October 29, 2009, between the Town of Hanna and the SCWEMS Joint Powers Board; (b) amended Paragraph 1.09 to establish decisions of the Joint Powers Board should be made by a majority vote of the Joint Powers Board members; (c) amended Paragraph 3, Duration of Agreement, to allow the withdrawal of individual participating entities upon a majority vote of the duly elected members of the Governing Body of the Participating Agency; (d) amended Paragraph 4.03.09 to allow the Joint Powers Board to apply for grant funds without requiring approval of Participating Agencies; and, (e) deleted the portion of Paragraph 1.02 regarding the appointment of an at-large member because the Town of Hanna would appoint one member to the Joint Powers Board.

3. On May 18, 2018, all of the Participating Agencies entered into the Second Amendment to the Original Agreement. On or around July 5, 2018, the Second Amendment was approved by the Wyoming Attorney General's Office as required by W.S. 16-1-105(a)(ii). The Second Amendment: (a) amended 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; (b) amended Paragraph 1.04 to add an ex-officio non-voting member position for employees of the SCWEMS Joint Powers Board; (c) amended Paragraph 1.05 to prohibit employees of the SCWEMS Joint Powers Board from being appointed as voting members of the Joint Powers Board; (d) clarified the language in Paragraph 1.09 on what establishes a quorum for the transaction of business; and, (e) renumbered paragraphs in Section 1.0 Creation, Organization and Composition of Joint Powers Board to correspond with the changes made in that Section.

4. The Participating Agencies have determined it is in the best interests of the Joint Powers Board to now amend the following provisions which are found in the Original Agreement, or an amendment thereto:

- a. Paragraph 1.04 be amended to add a second ex-officio non-voting employee or volunteer member to the Joint Powers Board, and to provide that one of the ex-officio non-voting members be from the Encampment, Riverside, or Saratoga areas ["South"], and that one of the ex-officio non-voting members be from the Elk Mountain, Hanna, or Medicine Bow areas ["North"];
- b. Paragraph 1.12 be amended regarding remote attendance at meetings so as to be consistent with legal requirements;
- c. Paragraph 1.14 be amended to reflect the Joint Powers Board's current physical and mailing addresses;
- d. Paragraph 2.0 be amended to add language meeting the requirements of W.S. § 16-1-105(b) concerning ownership of facilities, equipment and vehicles and providing services;
- e. Paragraph 3.0 be amended to delete language which is redundant with the provisions of the newly amended Paragraph 9; add clarifying language concerning voluntary withdrawal of a Participating Agency by providing dates by which certain actions occur so as to interface with the Participating Agencies and the Joint Powers Board's budgeting process; simplifying the process for voluntary withdrawal and establishing a time period before which a withdrawing Participating Agency would become eligible to request to rejoin the Joint Powers Board;
- f. Paragraph 4.03.04 be amended to expand and specify the Joint Powers Board's budgeting process, its interface with the Participating Agencies' budgeting process and specifying that a Participating Agency's contribution of funds to the SCWEMS Joint Powers Board is an obligation to pay;
- g. Paragraph 4.03.09 be amended to specify those instances when prior approval from the Participating Agencies is required to make application for grants or loans;
- h. Paragraph 5.1 be amended to add new subparagraphs and provisions to describe the process for addressing situations when a Participating Agency fails to pay its contribution of funds in a timely fashion and establishing a time period before which a Participating Agency, which has been removed, would become eligible to request to rejoin the Joint Powers Board; and,
- i. Paragraph 9 be amended to clarify the requirements upon termination, dissolution, and distribution of assets of the Joint Powers Board.

5. The Participating Agencies have determined that it is in the best interests of the Joint Powers Board and the Participating Agencies to now restate the Original Agreement, as amended in 2016 and 2018, and by this Third Amendment, and to merge the parties' complete and current agreement into one comprehensive document which reflects the current provisions of the agreement between the Participating Agencies, without the necessity of referring to four different documents. The restated Original Agreement, as amended in 2016 and 2018 and by this Third Amendment is as follows:

WITNESSETH

WHEREAS, pursuant to W.S. 16-1-104 (b) of the Act, any power, privilege or authority exercised or capable of being exercised by any agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and,

WHEREAS, the parties recognize that emergency medical services play a vital role in saving lives and protecting the health and welfare of the citizens of South Central Wyoming and the traveling public by providing necessary pre-hospital emergency medical care; and,

WHEREAS, building and maintaining a strong regional emergency medical service infrastructure is critical to the health of all citizens; and,

WHEREAS, a coordinated emergency medical system across the region could reduce death and disability due to medical emergencies; and,

WHEREAS, citizens of South Central Wyoming should have access to a rapid emergency medical services system that is ready to provide lifesaving care and protection for persons twenty-four (24) hours a day, seven (7) days a week; and,

WHEREAS, citizens of South Central Wyoming would benefit daily from knowledgeable, skilled, dedicated and trained volunteer emergency medical technicians; and,

WHEREAS, the parties hereto have determined that it is for the benefit of the parties to jointly plan for, create, expand, finance, operate and provide emergency medical services to the citizens of the South Central Wyoming; and,

WHEREAS, pursuant to W.S. 16-1-104 (b) and W.S.18-2-108, the parties may enter into contracts or agreements to jointly establish and operate fire protection agency facilities and medical related facilities and equipment used in joint operations and may issue their bonds for such purpose as provided by law; and,

WHEREAS, each of the Participating Agencies has agreed that the provision of necessary facilities and equipment for emergency medical services is for the benefit for the residents, which are encompassed with the powers, privileges or authorities granted under the laws of the State of Wyoming, is of common concern to all such parties; and,

WHEREAS, the parties desire to create and organize a Joint Powers Board under the Act in order to pursue providing emergency medical services to South Central Wyoming; and,

NOW, THEREFORE, in consideration of the promises, agreements and mutual covenants made herein, it is agreed by and between the Board of County Commissioners, Carbon County, Wyoming, and the Governing Bodies of the Town of Medicine Bow, the Town of Saratoga, the Town of Elk Mountain, the Town of Riverside, the Town of Encampment, and the Town of Hanna, to amend the Original Agreement, as previously amended in 2016 and 2018 and as amended by this Third Amendment, all as described above, and herein below, and to restate the parties' complete and current agreement into one comprehensive document, as follows:

1.0. Creation, Organization and Composition of Joint Powers Board. There is hereby created, pursuant to W. S. 16-1-106 of the Act, the South Central Wyoming Emergency Medical Services Joint Powers Board (hereinafter referred to as the "Joint Powers Board" or "SCWEMS 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. [Amended 2016]

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/volunteers of the SCWEMS Joint Powers Board shall have two (2) ex-officio non-voting members to the Joint Powers Board. One (1) ex-officio non-voting member shall be recommended to the Joint Powers Board by the employees/volunteers from the Saratoga, Encampment, Riverside areas ["South"] and one (1) ex-officio non-voting member shall be recommended to the Joint Powers Board by the employees/volunteers from Hanna, Medicine Bow, Elk Mountain areas ["North"]. Only employees or volunteers of the SCWEMS Joint Powers Board are eligible to serve as ex-officio non-voting members to the Joint Powers Board pursuant to this paragraph.

Upon receipt of the recommendations, the Joint Powers Board makes the appointment of the ex-officio non-voting members, who are to serve a one (1) year term, commencing July 1 and ending by its own terms on June 30 of the following year. Persons appointed as ex-officio non-voting members to the Joint Powers Board may be reappointed for additional terms. SCWEMS employees who hold an administrator or manager position and are responsible for the day-to-day operations of SCWEMS are not eligible to serve as ex-officio non-voting members of the Joint Powers Board. [Amended 2018 and 2023]

1.05 No voting member on the Joint Powers Board representing any of the Participating Agencies will be an employee of the SCWEMS Joint Powers Board. [Amended 2018]

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 term, 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. [Amended 2016 and 2018]

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 and participate in any meeting by means of conference telephone, internet, zoom, Facebook or similar communication (collectively referred to as "remote communications"), so long as all persons participating in such meeting, including members of the public who are in attendance at the meeting location or by means of remote communications, can hear one another for the entire discussion of the matter(s) to be discussed and/or voted upon. Participating in a meeting pursuant to this section shall constitute presence in person at such meeting. The minutes of the meeting shall reflect the nature of the presence of each person attending or participating, if participation is by a means of remote communications. [Amended 2023]

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 at: 1402 S. River Street, Saratoga, Wyoming 82331. The mailing address is: PO Box 1192, Saratoga, WY 82331. [Amended 2023]

2.0. Purpose. The purpose of the Joint Power Board is to provide unified planning and coordination of an emergency medical service system in South Central Wyoming by and through the Joint Powers Board and to provide, by working through the Participating Agencies and County, for the necessary ongoing operation and management of the emergency medical services system for maximum utilization of equipment, facilities, and service. The Joint Powers Board is the owner, or in some instances, lessor, of facilities, equipment, and vehicles which are necessary for the operation of SCWEMS. Each Participating Agency receives services from SCWEMS on an "as needed, as available" basis.

3.0. Duration of the Agreement; Voluntary Withdrawal of Participating Agency. This Agreement and the Joint Powers Board shall be of perpetual duration. This Agreement may be terminated and the Joint Powers Board may be dissolved and its assets distributed as provided in Paragraph 9 upon the mutual agreement and approval of a majority of the Participating Agencies.

An individual Participating Agency may voluntarily withdraw from the Agreement, **effective as of June 30 of any year**, by following the following process: (a) a majority vote of the duly elected members of the Governing Body of that Participating Agency shall approve the voluntary withdrawal from the Agreement no later than April 15 of the year in which the Participating Agency intends to withdraw; and,

(b) written notice of intent to voluntarily withdraw from the Agreement shall be given to each Participating Agency and the SCWEMS Joint Powers Board no later than April 15 of the year in which the individual Participating Agency intends to withdraw.

Voluntary withdrawal of an individual Participating Agency shall not result in the termination of this Agreement or dissolution of the Joint Powers Board, but will result in removal of the withdrawing Participating Agency's board member from the Joint Powers Board and the Participating Agency no longer receiving services of the Joint Powers Board. A withdrawing Participating Agency shall not receive any previously provided capital or financial contributions upon its voluntary withdrawal pursuant to this paragraph nor shall it share in the distribution of Joint Powers Board assets at such time as there may be a termination of the Agreement and dissolution of the Joint Powers Board and distribution of its assets pursuant to Paragraph 9. [Amended 2016 and 2023]

A Participating Agency which has voluntarily withdrawn pursuant to this paragraph is eligible to request admission to SCWEMS five (5) fiscal years after the effective date of voluntary withdrawal. Admission requires the unanimous approval of all then Participating Agencies. [Amended 2023]

4.0. Powers and Duties of the Joint Powers Board.

4.01. The Joint Powers Board may employ such other persons as may be necessary to carry out the purposes of this Agreement, including, but not limited to, emergency medical personnel, legal counsel, an Executive Director, clerical assistance as necessary, and engage the services of research and consulting agencies within the limits of its authorized and available funds.

4.02. The Joint Powers Board shall adopt such policies, by-laws and regulations, not inconsistent with this Agreement or the Wyoming Joint Powers Board Act, as it deems necessary to carry out the business of the Joint Powers Board.

4.03. The responsibilities of the Joint Powers Board shall be as follows:

4.03.01. To elect officers and adopt policies, by-laws, regulations as it deems appropriate.

4.03.02. To fix the time and place of regular meetings, provided that meetings shall be held as provided in Paragraph 1.09.

4.03.03. To keep minutes of all meetings during which official action is taken as well as financial records. Such minutes and records shall be public records as provided under the Wyoming Open Meetings Act.

4.03.04. The fiscal year of the Joint Powers Board shall commence on July 1 of each year and terminate on June 30 of the following year.

The annual budget of the Joint Powers Board will be adopted in substantially the following manner:

- (a) By April 1 of each year, the Joint Powers Board will provide to each Participating Agency a draft proposed preliminary budget for the upcoming fiscal year, together with the estimated anticipated total contributions which will be requested from all Participating Agencies, including the basis upon which and the calculations made to determine the estimated anticipated contributions being requested from each Participating Agency;

- (b) By April 15 of each year, any Participating Agency which intends to voluntarily withdraw from the Agreement will have initiated the process described in Paragraph 3.0 so the Joint Powers Board can take that into account in its budgeting process;
- (c) The Joint Powers Board will take comments upon the draft proposed preliminary budget until May 15 of each year;
- (d) Prior to the final hearing upon its annual budget, the Joint Powers Board will provide a copy of the budget it anticipates adopting for the upcoming fiscal year to each Participating Agency;
- (e) After the annual budget is formally adopted by the Joint Powers Board, a copy will be provided to each Participating Agency unless no changes were made to the anticipated budget, a copy of which was provided under (d) above, in which event the Joint Powers Board will so advise each Participating Agency and no additional copy will be provided.
- (f) Upon adoption of the Joint Powers Board annual budget, the Joint Powers Board shall notify each Participating Agency of the amount of contribution that Participating Agency is obligated to pay to the Joint Powers Board.
- (g) Each Participating Agency shall be obligated to pay its contribution to the Joint Powers Board in the manner set forth in Section 5.01.03 of this Agreement.

4.03.05. To develop and maintain a strategic, long-range plan with existing governmental agencies and the private sector.

4.03.06. To coordinate activities with existing governmental agencies and the private sector.

4.03.07. To cooperate with and solicit the advice, counsel and recommendations of Participating Agencies and County.

4.03.08. To keep the Governing Bodies of the Participating Agencies and Counties advised as to its progress and shall provide regular written or formal reports concerning its activities and finances on a semi-annual basis to Participating Agencies.

4.03.09. To apply for any grants which may be available to the SCWEMS Joint Powers Board. Prior approval of the grant application from the Participating Agencies is not required unless: (a) the terms of the grant require such approval; (b) a Participating Agency is a sponsor of the grant; (c) the grant is for the purpose of the construction of a building; (d) the grant is for the purchase of equipment or vehicles with an estimated cost of \$250,000 or more; or, (e) the grant places some fiscal responsibility upon one or more of the Participating Agencies. The "prior approval" required for grant applications shall be by a majority of the Participating Agencies; if the grant places some fiscal responsibility upon one or more of the Participating Agencies, that/those Participating Agency/ies must have voted in favor of such grant approval.

Prior approval by the Participating Agencies is required for any request or application for loan monies which may be legally available to the Joint Powers Board. The "prior approval" required for loans shall be by a two-thirds (2/3rds) vote of the Participating Agencies. Upon receipt of any grant, or loan, the Joint Powers Board will administer, control and account for such funds in the manner required by the terms of the grant or loan and any applicable law. [Amended 2016 and 2023]

4.03.10. To comply with all requirements of it as set forth in the Act.

4.03.11. To accept and expend donations, grants or payments from persons and entities other than the Participating Agencies.

4.04. The Joint Powers Board may:

4.04.01. Sue and be sued in the same manner in the name in which the Joint Powers Board is designated.

4.04.02. Acquire, hold, convey, lease, rent and manage property, real and personal, for the benefit of the Participating Agencies, either alone or jointly with public or private agencies, institutions, persons or corporations.

4.04.03. Enter into agreements with any public or private agency, institution, person or corporation for the performance of acts or furnishing of services or facilities by or for the Joint Powers Board or Participating Agencies or County.

4.04.03(a). Accept or reject any federal, state, or private gifts, grants, bequests or devises, monies, properties or services.

4.04.03(b). Utilize the services of any officer or employee of the Participating Agencies, with the approval of the Governing Bodies of the said agencies.

4.04.03(c). Insure against loss of property.

4.04.03(d). Additionally, the Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Act, W. S. 16-1-101, et seq. and the statutes of the State of Wyoming.

4.04.04. Raise funds from loans, sale of revenue bonds, grants, tax exempt contributions and such other means of financing as are authorized by the Wyoming Joint Powers Act.

4.04.05. Employ an administrator or manager and delegate to him or her the responsibility of the day-to-day operations of the organization that are consistent with its purpose.

4.04.06. Within the limits of its authorized and available funds, to hire and fire employees; to enter into contracts for technical, legal, administrative, clerical assistance and such other services as are deemed necessary by the Joint Powers Board.

4.04.07. Establish bank accounts with banking institutions within the State of Wyoming and to authorize the Chairperson and Treasurer and such other members of the Joint Powers Board as deemed necessary to make deposits and withdraw funds for the South Central Wyoming Emergency Medical Services.

4.04.08. The Joint Powers Board may establish an endowment fund to defray the costs of operation and maintenance of future projects of the Joint Powers Board.

4.05. Participating Agencies and County may make their resources and staff available to assist the Joint Powers Board in the performance of its powers and duties.

5.0. Financing of Emergency Medical Service System. The Joint Powers Board may formulate any plan or plans for the financing of an emergency medical service system as it may deem appropriate. The Board may solicit and obtain funds from any of the following sources:

5.01. The contribution of funds from one (1) or more of the Participating Agencies which would be available to each agency if proceeding individually, including, but not necessarily limited to, designated proceeds of any portion of a tax revenue stream as may be determined by said governmental body.

5.02. Gifts, donations or grants of federal money.

5.03. Loans and/or grants from the State Land and Investment Board, Wyoming Business Council or another State or Federal agency.

5.04. The issuance by the Board of its revenue bonds under the Authority of W.S. 16-1-107(a)(iii). A resolution authorizing the issuance of said revenue bonds and each revenue bond issued thereunder shall contain a recital that the bonds do not constitute a general obligation of the Joint Powers Board or of any of the Participating Agencies, but shall be payable from a special fund to contain the revenues to be derived from the ownership, operation, renting or leasing of the project, and further, that the lien of the pledge of the revenues constitutes a first lien, but not necessarily an exclusive first lien, on said revenues, and further that the project is to be funded by the proceeds of the bonds which will be pledged, if necessary, as additional security for the payment of bonds.

5.05. Should the Joint Powers Board be successful in obtaining a loan or loans from the State Land and Investment Board or another State or Federal agency for an emergency medical service system, the Joint Powers Board is authorized and empowered to take all necessary action to arrange for and secure the disbursement of the loan funds, and upon receipt, the funds shall be deposited in a separate bank account to the credit of the Joint Powers Board only for payments upon the loan or loans, and for the payment of vouchers duly audited and approved for payment by the Joint Powers Board for expenses incurred in connection with the project or projects for which the loan or loans were granted.

5.06. Receipt of medical reimbursement proceeds for completed emergency medical services rendered by the Joint Powers Board.

5.1. Failure of Participating Agency to Pay Funds Due the Joint Powers Board in a Timely Fashion; Removal of Participating Agency Due to Failure to Pay Funds due the Joint Powers Board in a Timely Fashion.

5.1.01. The parties agree that it is a breach of this Agreement, for a Participating Agency to fail to timely pay the funds to the Joint Powers Board which the Participating Agency has become obligated to pay under the provisions of Paragraph 4.03.04 of this Agreement.

5.1.02. Once the contributions of funds from each Participating Agency have been established, as provided in Paragraph 4.03.04, the Participating Agency is obligated to contribute and make timely payment to the Joint Powers Board for that particular fiscal year of July 1 until June 30 of the following year. If a Participating Agency disagrees with the Joint Powers Board regarding any matter, disputes the calculation of a payment, or is having problems making its required contribution, the Participating Agency shall promptly advise the Joint Powers Board so the parties can work cooperatively to try to resolve the concern, and, **a payment may be made “under protest” but may not be withheld.**

5.01.03. Contributions of funds from each Participating Agency are paid not less frequently than quarterly and are due on the 20th day of September, December, April and June of each calendar month during the fiscal year (“due date”), unless other arrangements for timely payment are made between a particular Participating Agency and the Joint Powers Board.

Any Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date may be declared in default by a majority vote of the members of the Joint Powers Board.

Notice of such declaration of default by the Joint Powers Board shall be delivered to the Participating Agency, either in person or by certified mail to the Office of the Town Clerk/County Clerk. Notice of default is deemed complete on the date notice of such declaration of default is (a) deposited in the United States Postal Service, with sufficient postage affixed, addressed to the Participating Agency; or, (2) on the date notice of such declaration of default is personally delivered/served upon the Office of the Town Clerk/County Clerk of the Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date and have been declared to be in default.

5.01.04. If a Participating Agency fails to make timely payment to the Joint Powers Board within twenty (20) calendar days of the date notice of default is deemed complete as described above, the Joint Powers Board has the authority to make a recommendation to all the Participating Agencies that the Participating Agency whose contributions have not been paid within ten (10) calendar days of the due date and has been declared to be in default, be removed from the Joint Powers Agreement and Joint Powers Board.

Within thirty (30) calendar days of the Joint Powers Board's recommendation, the Participating Agencies shall vote whether or not the particular Participating Agency should be removed from the Joint Powers Agreement and Joint Powers Board. Removal of a Participating Agency from the Joint Powers Agreement and Joint Powers Board for failure to make timely payment, requires a two-thirds (2/3rds) majority vote by the Participating Agencies. The Participating Agency which has been recommended for removal from the Joint Powers Agreement and Joint Powers Board, may, at its option, during this thirty (30) calendar day period appear before the Joint Powers Board and any or all of the Participating Agencies and/or present such information which it believes is relevant to the recommendation that it be removed from the Joint Powers Agreement and Joint Powers Board. At any time prior to two-thirds (2/3rds) of the Participating Agencies voting in favor of removal, the Participating Agency which has been recommended for removal may avoid removal by paying in full, all delinquent contribution amounts and the remaining balance of its contribution for the fiscal year.

Removal of an individual Participating Agency shall not result in the termination of this Agreement or dissolution of the Joint Powers Board, but will result in removal of the Participating Agency's board member from the Joint Powers Board, the Participating Agency no longer receiving services of the Joint Powers Board, and the Participating Agency no longer being a party to the Agreement, effective on the date that two-thirds (2/3rds) of the Participating Agencies have voted in favor of removal. A Participating Agency which has been removed from the Joint Powers Board shall not receive any previously provided capital or financial contributions upon its removal pursuant to this paragraph nor shall it share in the distribution of Joint Powers Board assets at such time as there may be a termination of the Agreement, dissolution of the Joint Powers Board, and distribution of its assets pursuant to Paragraph 9. In addition, the Joint Powers Board reserves the right to pursue all legal remedies available to it for recovery of any unpaid contribution amounts, together with its reasonable attorney's fees and costs incurred in collecting unpaid contributions.

A Participating Agency which has been removed pursuant to this paragraph is eligible to request admission to SCWEMS five (5) fiscal years after the effective date of removal. Admission requires the unanimous approval of all then Participating Agencies. [Amended 2023]

6.0. Officers.

6.01. Promptly after the initial appointments, the Joint Powers Board shall meet, organize and elect from its membership a Chairperson, Vice-Chairperson, Secretary and Treasurer. Thereafter, Officers shall be appointed on an annual basis at the first meeting after the start of the fiscal year.

6.02. The Chairperson shall conduct all meetings of the Joint Powers Board, execute all documents and instruments on behalf of the Joint Powers Board, hire and fire any and all employees of the

Joint Powers Board, with the consent of the Joint Powers Board, and perform such other duties as may, from time to time, be directed by the Joint Powers Board.

6.03. The Vice-Chairperson shall serve in the capacity of the Chairperson when the Chairperson may be incapacitated or unable to serve for any other reason.

6.04. The Secretary shall attest all instruments executed by the Chairperson; be responsible for filing all instruments with the appropriate state and county office as required by law; record comprehensive minutes of every meeting; correspond on behalf of the Joint Powers Board and perform such other duties as may, from time to time, be directed by the Joint Powers Board. Following the meeting, Secretary shall notify the respective Governing Bodies of the Joint Powers Board's organization and shall file a certificate with the Wyoming Secretary of State and the Carbon County Clerk showing its organization.

6.05. The Treasurer shall execute all checks and drafts, along with the Chairperson, or such other member of the Joint Powers Board as designated for such purposes, and shall be responsible for the preparation of all federal, state and local reports, and the financial statements of the Joint Powers Board and perform such duties as may, from time to time, be directed by the Joint Powers Board.

7.0. Emergency Medical Technicians

7.01. The emergency medical technicians (EMT) as defined by W.S. 33-36-102(a)(x), may operate as a volunteer EMT as defined by W.S. 35-29-101(a)(iii).

7.02. All EMTs (whether paid or volunteers) and BECs shall provide emergency medical care according to standards set by the EMS Medical Director of Memorial Hospital of Carbon County, and the Office of Emergency Medical Services of the Department of Health for the State of Wyoming. If an EMT or BEC is paid, it shall be an employee of the Joint Powers Board.

7.03. The Joint Powers Board shall adopt the State of Wyoming EMS Guidelines.

8.0. Enactment

This Agreement and any amendments thereto shall not become effective until they have been approved by the Carbon County Board of Commissioners, the Governing Body of each Participating Agency, and the Wyoming Attorney General's Office (who shall determine the Agreement is complete and compatible with the laws and the Constitution of the State of Wyoming), is filed with the Wyoming Secretary of State, and enacted and published, if required by Wyoming Law.

9.0. Termination; Dissolution; and, Distribution.

9.01. This Agreement and the Joint Powers Board shall continue in existence until terminated by mutual agreement as provided in Paragraph 3.0. Upon the determination that the Agreement and the Joint Powers Board should be terminated, the Board shall begin the process of dissolution of the Joint Powers Board and distribution of its assets.

9.02. During the process of dissolution and distribution, the Joint Powers Board and this Agreement continue in existence for the purpose of winding up the business of the Joint Powers Board. The Joint Powers Board shall proceed in a timely fashion to undertake such activities as necessary to wind up the business of the Joint Powers Board, specifically:

9.02.01 All outstanding obligations of the Joint Powers Board must be fully paid and satisfied or other provisions for their payment or their satisfaction must be made;

9.02.02. Close and cease the business activities of the Joint Powers Board;

9.02.03. Marshal [inventory] the assets of the Joint Powers Board and distribute in kind, liquidate, or otherwise dispose of those assets;

9.02.04. Make distributions to the Participating Agencies entitled to participate in the distribution; and,

9.02.05. Make appropriate filings with governmental entities and perform such other acts as necessary to complete the dissolution of the Joint Powers Board and distribution its assets.

9.03. After satisfaction of or provision for the satisfaction of all debts and obligations of the Joint Powers Board have been made, the Joint Powers Board shall distribute, set over, transfer, convey or assign any facilities, improvements or other property owned by the Joint Powers Board to the then Participating Agencies as the then Participating Agencies may mutually agree between themselves.

In the absence of reaching a mutual agreement, made and reduced to writing within sixty (60) calendar days of the date of the mutual agreement to terminate the Joint Powers Agreement pursuant to Paragraph 3.0, then and in that event, the distribution to each then Participating Agency then entitled to participate in the distribution shall be equal to a percentage of the total distribution to be made, calculated in accordance with the following formula: population of the specific Participating Agency [based upon the most recent U.S. Census] divided by the total population of all then Participating Agencies [based upon the most recent U.S. Census].

9.04. The SCWEMS Joint Powers Board is authorized to distribute the assets of the Joint Powers Board, in kind, to the Participating Agencies, or to sell the assets of the Joint Powers Board in a commercially reasonable manner and then make distribution of the net proceeds to the Participating Agencies in the manner set forth in Paragraph 9.03.

10.0 Vacancies and Removal of Joint Powers Board Members. Members of the Joint Powers Board may be removed, with cause, by the Governing Body which appointed the member for the following reasons:

10.01. If a member of the Joint Powers Board ceases to be a qualified elector consistent with Paragraph 1.1, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

10.02. If a member of the Joint Powers Board is convicted of a felony or found guilty/adjudicated of a crime of dishonesty during said tenure as a member of the Joint Powers Board, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member;

10.03. If a member of the Joint Powers Board fails to attend three (3) or more consecutive Joint Powers Board meetings, unless there is a two-thirds (2/3rds) majority vote by the Joint Powers Board members that good cause exists to excuse the nonattendance, the member's position on the Joint Powers Board shall be declared vacant by the Governing Body which appointed the member; or

10.04. If a member of the Joint Powers Board substantially fails to perform the member's duties as determined by a two-thirds (2/3rds) majority vote by Participating Agencies, the member's position on the Joint Powers Board shall be declared vacant. This vote must be conducted by the Participating Agencies as opposed to the Joint Powers Board.

10.05. If a member of the Joint Powers Board fails to comply with any policy established by the Joint Powers Board, the Joint Powers Board has the authority to make a recommendation for removal to the Participating Agencies. The Participating Agencies shall vote on whether or not the member should be removed. Removal of a member requires a two-thirds (2/3rds) majority vote by the Participating Agencies.

11.0 Liability and Governmental Immunity.

11.01. Except as otherwise provided by law, no individual member of the Joint Powers Board shall be personally liable for any actions or procedures of the Joint Powers Board as provided by W.S.16-1-106 (b). Nothing herein, nor any action taken by the Joint Powers Board, shall modify, limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Agency may have otherwise under Wyoming law.

11.02. The Joint Powers Board shall cover workers' compensation for all EMTs, BECs, Ambulance Drivers or other approved individuals while in the performance of their duties under this Agreement. Further, all volunteer EMTs, BECs, Ambulance Drivers or other approved individuals while in the performance of their duties under this Agreement shall be deemed volunteers of the Joint Powers Board for the purposes of governmental liability, and the Wyoming Governmental Claims Act shall be applicable to any claims against said volunteers while acting in their capacity as a volunteer. Any paid employee will be considered an employee of the Joint Powers Board and shall be considered as such for the purposes of the governmental liability and the Wyoming Governmental Claims Act.

11.03. All pension, disability and other benefits which normally apply to assigned volunteer or non-volunteer EMTs of Participating Agencies while in the performance of their duties in their own Participating Municipality or County shall also apply to them when acting pursuant to this Agreement.

11.04. Nothing herein, nor any action taken by the Joint Powers Board, shall modify limit or in any way alter the governmental immunity afforded to the Governing Bodies by the full extent under Wyoming law or that each Participating Municipality or County may have otherwise under Wyoming.

12.0 Open Meetings. All meetings of the Joint Powers Board shall be open to the public after reasonable notice thereof publicly posted, including posting in the designated location for each Participating Agency and County.

13.0 Compensation. When actually in the performance of their duties, the members of the Joint Powers Board shall not receive any compensation from the Joint Powers Board or otherwise, but shall be reimbursed for travel and per diem expenses at the same rate given to State of Wyoming employees and otherwise as authorized by W.S. 16-1-106(b).

14.0 Geographical Area Restriction. The geographical area within which the Joint Powers Board is authorized by this Agreement to perform those acts enumerated herein encompasses South Central Wyoming; including, but not limited to, Carbon County and Sweetwater County, Wyoming.

15.0 Severability. The terms, provisions and conditions of the Agreement are severable. If any term or provision of the Agreement or its application to any person or circumstances is determined by a court of proper jurisdiction to be invalid, such invalidity shall be limited to such person, circumstances, term or provision, and shall not affect other persons, circumstances, terms or provisions which can be given effect without the invalid provision or application.

16.0 Amendment. This Agreement may be amended, in whole or in part, by a written agreement by the parties and approval by the Office of the Wyoming Attorney General.

17.0 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and assigns.

18.0 Non-Waiver. No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19.0 Headings. Headings in the Agreement are for convenience only and shall not be used to interpret or construe its provisions.

20.0 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wyoming.

21.0 Execution of Agreement. This Agreement is made and executed the date noted by each of the Participating Agencies 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, Carbon County, Wyoming. The Agreement document may be executed in counterparts and the signatures of all Participating Agencies combined to constitute the duly executed Agreement of the parties.

TOWN OF ELK MOUNTAIN, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Elk Mountain, Wyoming:

TOWN OF MEDICINE BOW, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Medicine Bow, Wyoming:

TOWN OF SARATOGA, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Saratoga, Wyoming:

TOWN OF RIVERSIDE, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Riverside, Wyoming:

TOWN OF ENCAMPMENT, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Encampment, Wyoming:

TOWN OF HANNA, WYOMING

By: _____
Mayor

Attest:

Town Clerk

(SEAL)

Date Approved by Governing Body

Address for providing notice to the Town of Hanna, Wyoming:

BOARD OF COUNTY COMMISSIONERS, CARBON COUNTY, WYOMING

By: _____
Chairperson

Attest:

Carbon County Clerk

(SEAL)

Date Approved by Board of County
Commissioners

Address for providing notice to the Board of County Commissioners, Carbon County,
Wyoming:

State of Wyoming
Office of Attorney General

In accordance with W.S. 16-1-105(a)(ii), I hereby certify that the foregoing Third Amendment to the Agreement establishing the South Central Wyoming Emergency Medical Services Joint Powers Board was received by this office and has been reviewed and is approved as to form and with respect to compliance with the Constitution and laws of the State of Wyoming. The approval of the Third Amendment to the Joint Powers Agreement is limited to the terms and conditions of the Agreement and the approval does not extend to any activities, services, project or financing of any activities, service or project contemplated under the Agreement.

Approved this _____ of _____, 2023.

ATTORNEY GENERAL
STATE OF WYOMING
