

**FIRST 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**

THIS FIRST AMENDMENT TO THE JOINT AGREEMENT is entered into this ____ day of _____, 2015, 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, and the Town of Encampment, 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 have determined that an amendment to said Joint Powers Board Agreement (the “Agreement”) is proper; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend the first paragraph of the Agreement and include the Town of Hanna, a Wyoming Municipal Corporation as a Participating Agency to the Agreement; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to include the Town of Hanna, a Wyoming Municipal Corporation as a Participating Agency to the Agreement, 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 Between the Town of Hanna, Wyoming and South Central Wyoming Emergency Medical Services Joint Powers Board for Emergency Medical Services entered into the 29th day of October, 2009; 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 establish that decisions of the Joint Powers Board should be made by majority vote of the Joint Powers Board members; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend Paragraph 3.0 (Duration of the Agreement) of the Agreement to allow the withdrawal of individual participating entities upon a majority vote of the duly elected members of the governing body ~~duly elected officials~~ of the Participating Agency; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend Paragraph 4.03.09 to allow the Joint Powers Board to apply for grant funds without requiring the approval of Participating Agencies; and

WHEREAS, the parties hereto have determined that it is in the best interest of the Joint Powers Board to amend Paragraph 1.02 (Creation, Organization and Composition of Joint Powers Board) of the Agreement to remove the provision regarding appointment of an at-large member ~~because~~^{since} the Town of Hanna will appoint one (1) member to the Joint Powers Board; and

NOW, THEREFORE, the following First 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 shall become effective upon signature by all the parties and approval by the Wyoming Attorney General. All other parts of the Joint Powers Board Agreement not specifically modified herein, shall remain in full force and effect.

THIS AGREEMENT is entered into 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.

1.02 Each Governing Body of the Participating Agencies shall appoint one (1) member to the Joint Powers Board.

1.09 A quorum shall be a majority of the members of the Joint Powers Board. Decisions of the Joint Powers Board shall be made by a majority vote of the members of the Joint Powers Board.

3.0 Duration of the Agreement. This Agreement and the Joint Powers Board shall be of perpetual duration; however, individual ~~P~~participating ~~A~~agencies ~~of this Agreement~~ may withdraw from the Agreement only upon authorization by majority vote of the duly elected members of the governing body of a Participating Agency, and upon obtaining approval from the Joint Powers Board, which said approval shall be obtained through the a majority of the remaining Participating Agencies. Withdrawal of an individual ~~P~~participating ~~A~~agency ~~shall will~~ not result in the termination of this Agreement or dissolution of the Joint Powers Board, but will result in removal of the withdrawing ~~A~~agency's² board member from the Joint Powers Board. ~~An individual withdrawing Participating A~~agency ~~shall will~~ not receive previously provided capital or ~~financial monetary~~ contributions upon its withdrawal unless the withdrawal is pursuant to dissolution and termination of the Agreement and the Joint Powers Board. This Agreement and the Joint Powers Board may be dissolved and terminated by action of ~~either a~~ the majority vote of the ~~duly elected members of the g~~Governing bodies of Participating Agencies, ~~which includes the County,~~ provided that this Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist without other provision for their payment or other satisfaction having been made.

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4.03.09. To apply for grant funds from the Wyoming Business Council and/or other grant monies that do not require a sponsor. To apply for grant funds from the Wyoming Business Council and/or other grant monies which require a sponsor, with the

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approval of the Sponsoring Agency by resolution. To apply for, with the approval of the Participating Agencies by Resolution, loan monies which may be available. And upon receipt, to administer, control and account for such funds received.

This Agreement is made duly and executed this ____ day of _____, 2015, 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.

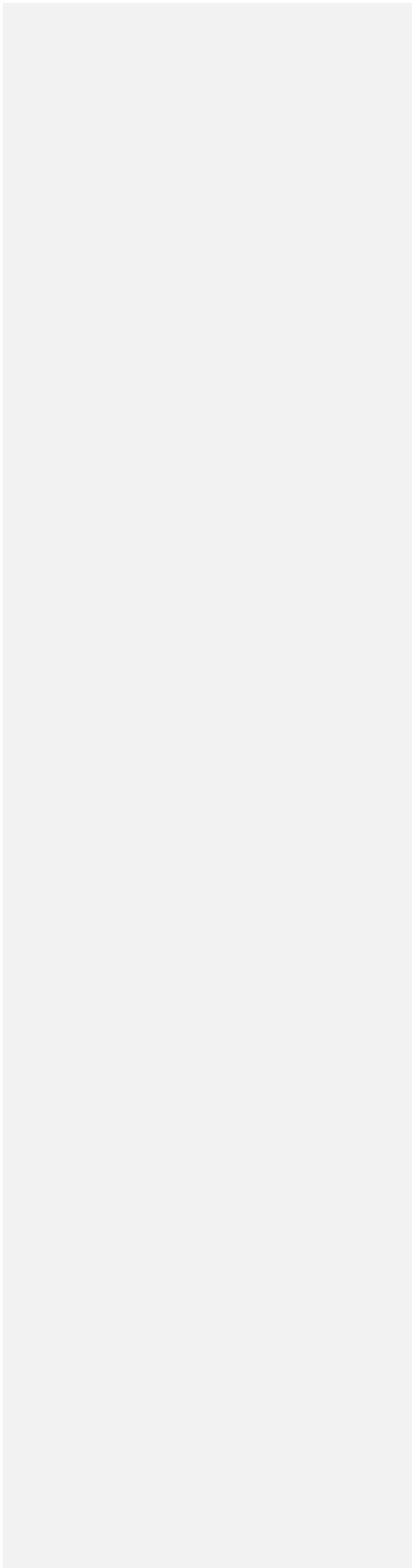
TOWN OF MEDICINE BOW, WYOMING

By: _____

Kevin Colman, Mayor

Attest: _____

Town Clerk



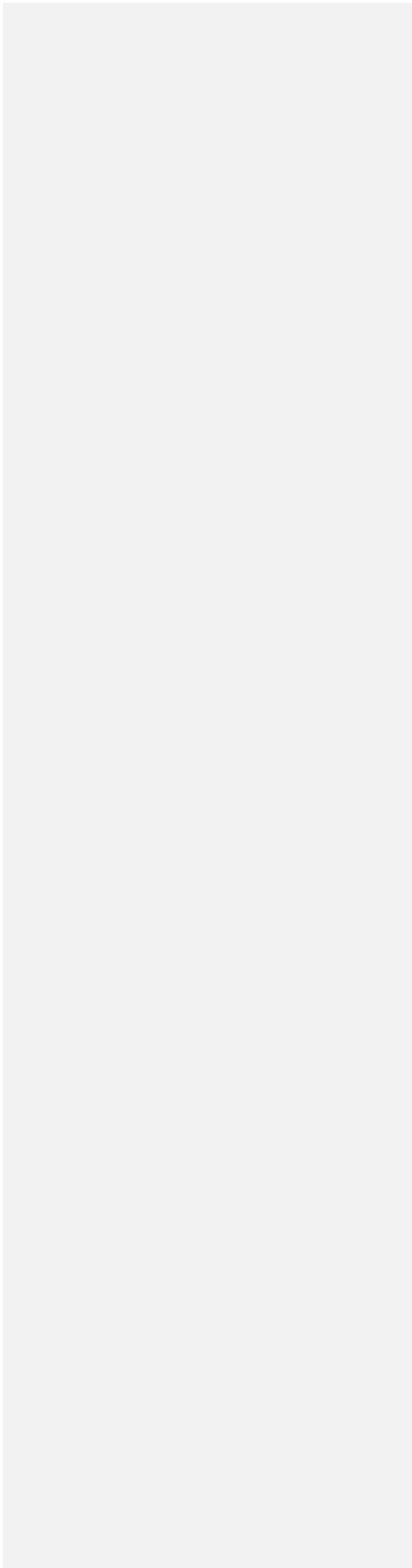
TOWN OF ELK MOUNTAIN, WYOMING

By: _____

Morgan Irene, Mayor

Attest: _____

Town Clerk



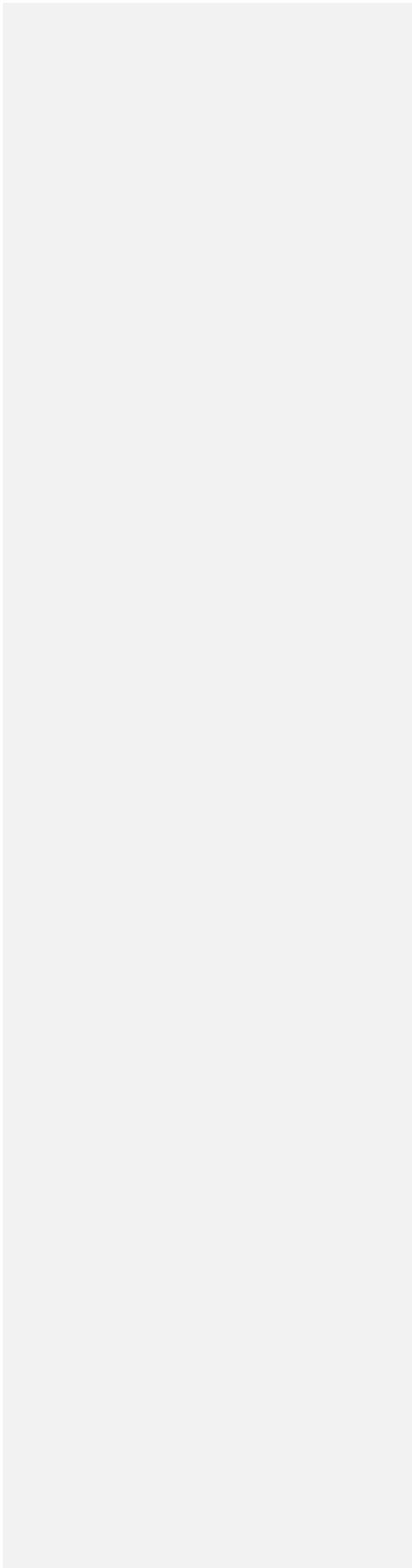
TOWN OF SARATOGA, WYOMING

By: _____

Ed Glode, Mayor

Attest: _____

Town Clerk



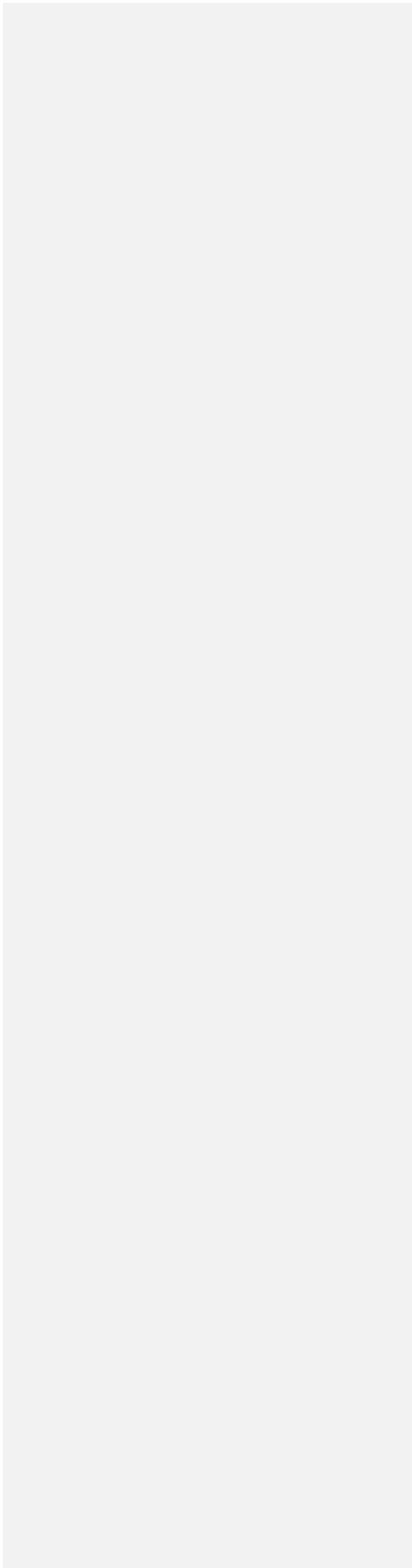
TOWN OF RIVERSIDE, WYOMING

By: _____

Leroy Stephenson, Mayor

Attest: _____

Town Clerk



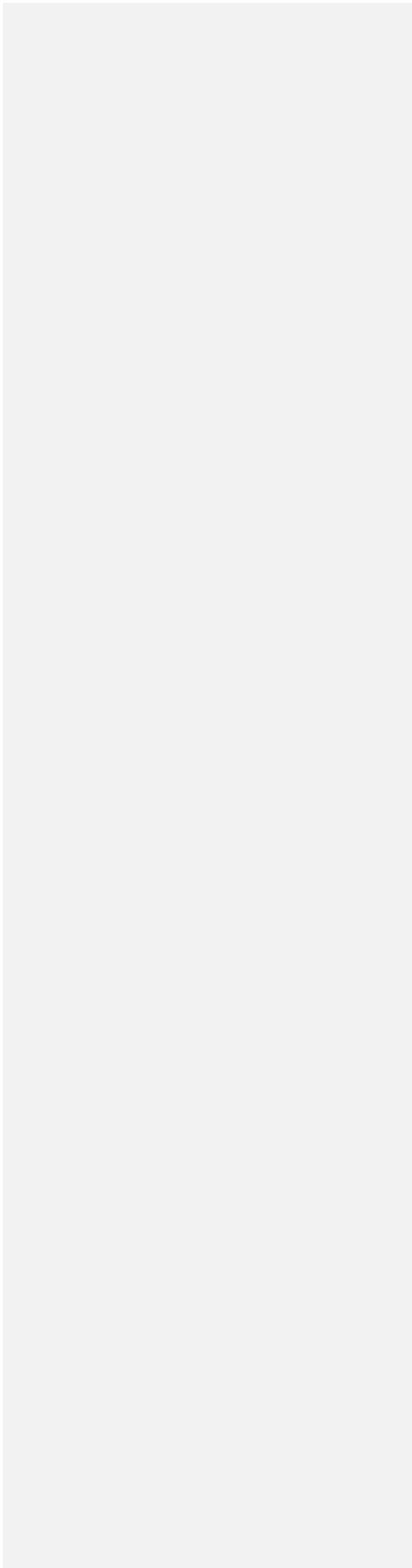
TOWN OF ENCAMPMENT, WYOMING

By: _____

Greg Salisbury, Mayor

Attest: _____

Town Clerk



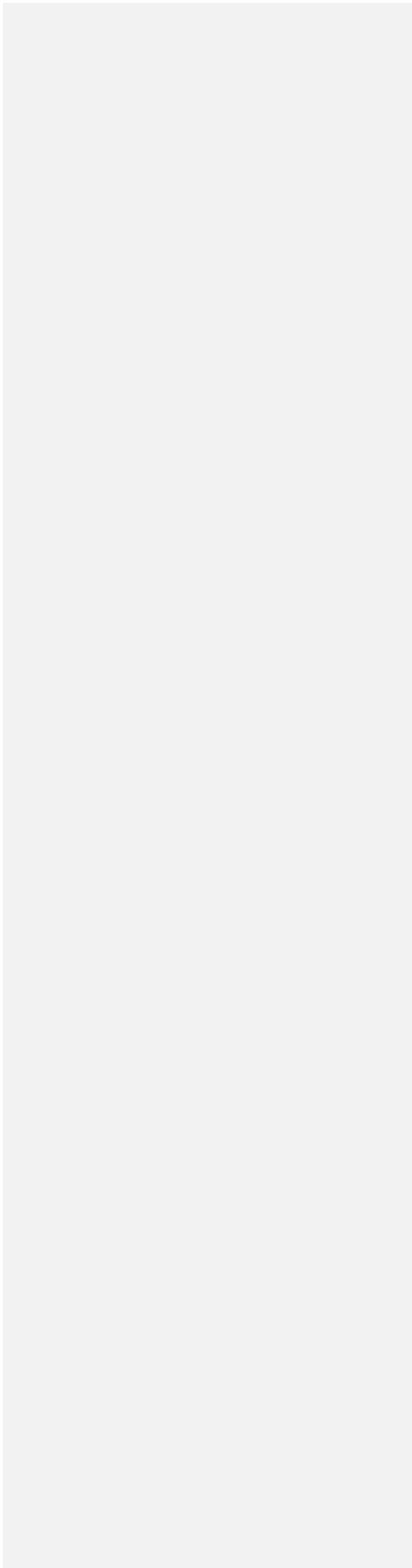
TOWN OF HANNA, WYOMING

By: _____

Tony Poulos, Mayor

Attest: _____

Town Clerk



CARBON COUNTY, WYOMING

Board of Commissioners of the
County of Carbon, Wyoming

By: _____

John Espy, Chairman

Attest: _____

Gwynn Bartlett, Carbon County Clerk

State of Wyoming
Office of Attorney General

In accordance with Wyo. Stat. 16-1-105(a)(ii), I hereby certify that the foregoing 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 Joint Power Agreement

establishing the South Central Wyoming Emergency Medical Services 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 ____ day of _____, 2015.

ATTORNEY GENERAL
STATE OF WYOMING

By: _____
Peter K. Michael