

BY-LAWS OF THE CHEYENNE/LARAMIE COUNTY
EMERGENCY MEDICAL SERVICES (EMS)
JOINT POWERS BOARD

ARTICLE I

PURPOSE

The purpose of this Joint Powers Board is to contract with emergency medical service providers and monitor, administrate and oversee the operation of agreements with such providers, in association with the City of Cheyenne Fire Administration, to provide an efficient emergency medical service delivery system for the residents of Laramie County, including but not limited to, the City of Cheyenne;

The purposes of this Board is to: (a) Review and make selection from responders to Requests for Proposals for services required for the efficient operation of an emergency medical service delivery system; (b) Execute and administer contract(s) with providers of services related to the efficient operation of an emergency medical service delivery system; (c) Enter into such agreements to engage in such activities as are required for the successful operation of the Board and the efficient operation of an emergency medical service delivery system.

These bylaws shall be considered to be a method to carry out the purposes of the Emergency Medical Services Joint Powers Agreement. Nothing in these bylaws shall be interpreted to abrogate or in any way modify the Agreement. In the event of a conflict between the provisions of these bylaws and the Agreement, the Agreement controls. The Joint Powers Board expressly invokes its governmental immunity as provided by law in the adoption of these bylaws. Nothing in these bylaws, nor any action taken by the Joint Powers Board, shall modify, limit or in any way alter the governmental immunity afforded under Wyoming Law to the Joint Powers Board, the participating agencies and/or their governing bodies, elected officials and agents/employees.

If any provision of these Bylaws are held invalid or unenforceable by any court of competent jurisdiction, or if the Board is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision herein. It is the express intent of the Board that the provisions of these Bylaws are fully severable.

ARTICLE II

MEMBERS

Section 1: Membership

The Board consists of members appointed by the City of Cheyenne, Laramie County and the Cheyenne Regional Medical Center. The EMS Joint Powers Board which shall consist of five (5) members (and shall at no time consist of less than five (5) members). The members shall be appointed as follows as provided in the Joint Powers Agreement:

Two (2) members consisting of the Chief of the Cheyenne Fire Department and an individual who is his or her designee shall be appointed as members by the governing body of the City of Cheyenne;

One member, to be the Laramie County Director of Emergency Management, shall be appointed by the governing body of Laramie County;

One member, to be the Chief Executive Officer of Cheyenne Regional Medical Center (CRMC) or his designee, shall be appointed by the governing body of CRMC;

One member shall be selected and appointed by unanimous agreement of the members of the Joint Powers Board;

An additional ex-officio member may be appointed by the appropriate authority of Warren Air Force Base;

All persons appointed as members of the Joint Powers Board shall be qualified electors of Laramie County, Wyoming;

The Joint Powers Board, upon approval of the governing bodies of the participating agencies, may add one or more additional members to the Board by signed written agreement of all the participating agencies. The governing body of the participating agency which is granted the additional member(s) shall then appoint the additional member(s) at its discretion and in accordance with the Joint Powers Board Agreement.

Section 2: Rights and Powers of Membership

The members of the Joint Powers Board shall have all the powers and duties enumerated in, or reasonably implied from, the Wyoming Joint Powers Act, W.S. 16-1-101 et seq. and the laws of the State of Wyoming, as amended, in accordance with the Joint Powers Board Agreement and as set forth in these bylaws.

Section 3: Vacancies

Members of the Board may be removed, with or without cause, by the participating agency which appointed that member. If a member ceases to be a qualified elector of Laramie County, or be otherwise unable or unwilling to perform the functions as required by these Bylaws, his/her membership may be declared vacant by the agency which appointed the member. All vacancies shall be filled by the governing body or bodies of the participating agency which appointed that member or by the Joint Powers Board in the case of the member appointed by the Board. If a vacancy occurs in an unexpired term the vacancy shall be filled for the remainder of the unexpired term.

ARTICLE III

OFFICERS

Section 1: Officers

The officers of the Board shall consist of a Chairman, Vice Chairman, Treasurer, Secretary, and designated as follows in accordance with the Joint Powers Board Agreement:

The Board at its first regularly scheduled meeting in each calendar year shall, by motion and vote select from among its members the above noted officers. The Secretary and Treasurer position, in the discretion of the Board may be held by one individual member. The officer's positions may be changed upon majority vote of the Board at any subsequent meeting as necessary for the orderly and efficient conduct of the Board's business.

The secretary of the Board shall notify the participating agencies of the Board's organization and shall file a certificate with the County Clerk of Laramie County and the Secretary of State of Wyoming showing the Board's organization and providing a copy of these bylaws.

Section 2: Duties

The Joint Powers Board (and/or the appropriate members of the Board) shall:

- a. Perform such actions as may be required to effectively fulfill the purposes of the Board as enumerated in Emergency Medical Services Joint Powers Agreement. This shall include, but not be limited to, the receipt, accounting, distribution, retention and expenditure of funds from any sources required for the effective provision of emergency medical services in Laramie County. The Board may maintain its own bank accounts and accounting services or it may, in its discretion, make use of the Treasurer(s) or other

official(s) and facilities or accounts of the participating agencies with the consent of the participating agencies.

b. Comply with all requirements of applicable law, including but not limited to the Wyoming Joint Powers Act, as amended.

c. Keep minutes of all meetings and keep proper financial records, to the extent required by Wyoming law.

d. Fix the time and place of regular meetings; provided that a regular meeting shall be held at least once every three (3) months.

e. Personally cooperate with and solicit the advice, counsel and recommendations of the governing bodies of the participating agencies.

f. Keep the governing bodies of the participating agencies advised as to its activities, and make such written or formal reports concerning its activities and finances as may be reasonably required by such participating agencies.

g. The Board may employ such staff as required in order to fulfill its purposes or it may, with the consent of the participating agencies make use of the facilities or personnel of the participating agencies as needed.

Section 3: Term of Office

Members of the Board shall serve on the Board in accordance with the following terms:

a. The initial terms of the members shall be for staggered terms of one (1), two (2) and 3) years with members subject to re-appointment. The first term of the member appointed by CRMC shall be for one (1) year. The first term of the member appointed by Laramie County shall be for two (2) years. The first term of each member appointed by the City of Cheyenne shall be for three (3) years. The first term of the member appointed by the Board shall be for one (1) year.

b. Following the first term of each member, each subsequently appointed member shall serve one or more three (3) year terms.

c. Should the Board choose to permit the appointment of one or more additional member(s) by a participating agency as set out in Section 1 (f) of the Joint Powers Agreement, such additional member(s) shall serve for three (3) year terms, subject to reappointment.

ARTICLE IV

MEETINGS

Section 1: Meetings

All meetings of the Board will be conducted as per the Joint Powers Board Agreement Section 4 and in accordance with the Wyoming Public Meetings Statute W.S. 16-4-401 through W.S. 16-4-408, as amended. The Board shall set a schedule of its regular meetings at its first meeting of any calendar year. Should changes in the schedule of regular meetings be required, such changes shall be noticed as provided in Section 2, Special Meetings.

Section 2: Frequency of meetings

The Board shall meet regularly, not less than once every three months and/or within 5 days of request by the majority of the Board members made to the Secretary of the Board and provided to the Chairman.

Section 3: Special Meetings

Special meetings may be called by the presiding officer of a governing body by giving notice of the meeting to each member of the governing body and to each newspaper of general circulation, radio or television station requesting the notice. The notice shall specify the time and place of the special meeting and the business to be transacted. No other business other than stated in the notice shall be considered at a special meeting.

Section 4: Conduct of meetings:

Meetings of the Board, other than executive sessions called in accordance with W.S. 16-4-405, shall be open to the public. Meetings shall be conducted in an orderly manner at the direction of the Chairman or presiding officer of the Board present. Decisions by the Commission shall be by motion of any Board member with a second required for a vote to take place. A quorum of the Board members, consisting of a minimum of three or more Board members, shall be required for any effective decision and a majority vote of the quorum of members present is required for passage of any motion. A tie vote constitutes a denial of any motion. Amendments to motions are limited to a maximum of two amendments per motion and must be seconded to modify any motion. Motions and amendments failing to achieve a second shall be considered to have failed or been denied.

ARTICLE V

ADDITIONAL PROVISIONS

Section 1: Conflict of Interest and Discrimination:

All members of the Board by taking and holding their positions certify and warrant that no gratuities, kick-backs or contingency fees were paid or accepted in connection with their service and actions on the Board, nor have they accepted nor will they accept any fees, commissions, gifts or other considerations contingent upon any action taken or to be taken by the Board or themselves.

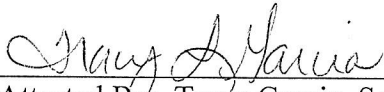
The Board shall not discriminate against any person who performs work under the terms and conditions of the Joint Powers Agreement or pursuant to any action taken under these Bylaws because of race, color, gender, creed, handicapping condition, or national origin.



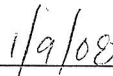
Rob Cleveland, Chairman



Date



Attested By: Tracy Garcia, Secretary / Treasurer



Date