The Board of County Commissioners of Goshen County, Wyoming met in regular session on the above date at 9:00 am at the Goshen County Courthouse with the following members present, Chairman Wally Wolski, Vice Chairman John Ellis, Commissioner Cody Cox, and Cindy Kenyon, County Clerk and Clerk of the Board.

Commissioner Ellis moved to approve the agenda and minutes of the last meeting, seconded and passed.

The Road and Bridge report was accepted from Jerry Hort, Gary Childs, Bob Taylor, and Val Hankins. The Commissioners discussed the recent Petition to Vacate Portions of Streets in Hawk Springs from the residents. The Commission requested the County Surveyor to proceed with the necessary steps. Twenty Arrowhead Road residents commented about the condition of that road. Chairman Wolski requested a traffic count from the County Surveyor.

Commissioner Cox moved to allow road and bridge to fill two vacant positions, seconded and passed.

The Clerk of District Court report was accepted from Deputy Clerk of Court Brandi Correa.

The County Clerk’s Office report was accepted from Cindy Kenyon. Earnings reports were accepted from: Clerk of District Court $3216.60; County Clerk $18486.00; and County Sheriff $1665.00. The County Clerk presented the Amendment to the Public Health Emergency Preparedness Contract Statement of Work and funding increase of $40,000. Commissioner Ellis moved to approve the amended Public Health Contract as presented, seconded and passed. Commissioner Cox moved to approve the employee bonds for payment, seconded and passed. Commissioner Ellis moved to approve the Jail Commissary financial report, seconded and passed. Commissioner Cox moved to approve the warrants for payment, seconded and passed.

The following warrants were approved for payment: Warrants Payroll & Direct Deposit $220,601.77; 196101 County Clerk FTD payroll liability $72,485.02; 196102 Aflac ins $243.04; 196103 Colonial Life ins $63.51; 196104 Delta Dental ins $2,837.40; 196105 Dist Court Go Co garnish $300.00 196106 Dist Court Platte garnish $433.28; 196107 Great West Trust ins $2,485.00; 196108 United Healthcare ins $71,495.64; 196109 Washington National ins $38.50; 196110 Wy NCPERS Life ins $64.00; 196111 A&A Porta Potties supplies $375.00; 196112 Action Communications internet $110.00; 196113 Airgas USA supplies $10.39; 196114 Arrowhead Forensics investigations $80.16; 196115 Barnes Law Ct Appt Atty $1,461.21; 196116 Benchmark retainer $150.00; 196117 Benchmark rd projects $9,514.50; 196118 Black Hills Energy utilities $2,996.40; 196119 Bluffs Sanitary supplies $556.59; 196121 Burns Insurance ins $100.00; 196122 Canon equip $299.00; 196123 Capital Business Systems lease $311.09; 196124 Caring and Sharing grant exp $12,304.00; 196125 CashWa Dist dietary $5,243.32; 196126 CDW Government repair $1,944.03; 196127 Century Lumber repair $460.99; 196128 CenturyLink phone $1,438.79; 196129 Charles Sylvester gravel $6,370.00; 196130 Cheyenne Radiology medical $34.14; 196131 C Breedlove supplies $9.46; 196132 C Wright grant exp $98.64; 196133 CMI & Teco repair $1,495.00; 196134 CNA Surety bonds $150.00; 196135 Colby Sturgeon Ct Appt Atty $2,195.00; 196136 Community Hospital medical $5,286.89; 196137 Contractors Materials supplies $77.00; 196138 Copier Connection equip $286.41; 196139 Crum Electric repair $166.02; 196140 Culligan Water supplies $205.00; 196141 C Kenyon travel $315.02; 196142, Dailes Tire repair $1,101.24; 196143 Delta Dental ins $324.60; 196144 Dominon equip $10,985.00; 196145 D Duncan supplies $175.36; 196146 Dream Design Develop contract labor $200.00; 196147 Economic Development svc commit $625.00; 196148 EWC grant exp $2,194.13; 196149 Fastenal supplies $137.21; 196150 Flocks Glass repair $355.00; 196151 Fort Dearborn ins $29.27; 196152 Frank Parts repair $653.20; 196153 Go Co Clerk grant exp $3,116.36; 196154 Go Co Extension Service travel $301.32; 196155 Go Co Sheriff uniforms $185.96; 196156 Go Co Treasurer postage $609.74; 196157 Go County Treasurer rent $627.67; 196158 Great American Leasing repair $379.00; 196159 Griggs Family Dental medical $468.00; 196160 Heartland Embroidery uniforms $19.00; 196161 H Saul grant exp $261,84; 196162 Herbert Doby pub def GAL $2,000.00; 196163 Holiday Inn Casper travel $204.78; 196164 Home Auto repair $1,506.99; 196165 How To Read Your Baby grant exp $1,125.00; 196166 Ideal Linen supplies $1,021.85; 196167 Inland Truck Parts & Service repair $80.97; 196168 James Eddington Ct Appt Atty $155.00; 196169 Java Jar grant exp $25.20; 196170 Kgos Kerm publishing $100.00; 196171 Little America travel $158.00; 196172 Lujan Cleaning Service janitorial $2,165.00; 196173 L Saucedo grant exp $77.97; 196174 Marion Smith retainer $100.00; 196175 Max Masters mapping $3,800.00; 196176 McKesson medical $134.49; 196177 M Brittingham postage $6.41; 196178 M Johnson grant exp $147.84; 196179 Mervin Mecklenburg Ct Appt Atty $1,410.00; 196180 Metal Shop supplies $67.00; 196181 Midwest Connect repair $35.00; 196182 Newcombs Heating & Cooling repair $216.98; 196183 NMC Exchange LLC repair $648.17; 196184 Norma Cantu medical $797.50; 196185 Northern Exposure supplies $300.00; 196186 Novo Benefits ins consult $3,347.50; 196187 Office Ally medical $35.00; 196188 Olson Tire repair $9.70; 196189 Palen Law Offices Ct Appt Atty $1,361.20; 196190 Panhandle Coop repair $491.46; 196191 Pitney Bowes Global supplies $93.09; 196192 Print Express supplies $249.27; 196193 Respond First Aid supplies $1,313.87; 196194 R Fisher phone $39.33; 196195 R Calderon supplies $22.63; 196196 Russell Business Services GAB consult $1,224.65; 196197 S Coxbill travel $66.12; 196198 Sanofi Pasteur medical $553.66; 196199 Simply Clean janitorial $141.95; 196200 Smart Star Preschool grant exp $3,362.20; 196201 Smittys supplies $33.69; 196202 St Josephs grant exp $2,528.73; 196203 Staybridge Suites travel $357.00; 196204 Stephens Peck supplies $90.00;
Goshen County Board of County Commissioners

196205 TDS utilities $203.00; 196206 The Practice After School Program grant exp $357.95; 196207 Thomson Reuters atty fees $339.01; 196208 Torr Office Supply supplies $2,462.84; 196209 Torr Telegram publishing $1,890.44; 196210 City of Torrington utilities $7,774.46; 196211 Tracker Software equip $1,726.00; 196212 Transwest Ford repair $450.21; 196213 US Postal Service postage $3,700.00; 196214 United Healthcare ins $6,846.05; 196215 U/W Admin Business Office salary $5,476.50; 196216 Valley Mercantile Co repair $535.84; 196217 Valley Motor repair $209.79; 196218 Vandell Drug medical $325.00; 196219 Verizon phone $1,357.24; 196220 Visa supplies $897.34; 196221 Visa,misc $7,466.54; 196222 Visa misc $1,715.10; 196223 WAM WCCA lease $2,500.00; 196224 West Hwy Water Sewer Dist utilities $80.00; 196225 Westco, fuel $13,904.59; 196226 Wy Dept of Workforce Services payroll liability $434.49; 196227 WY DOT rd projects $458.53; 196228 Wy Fire Chiefs Asn dues $100.00; 196229 Wy Machinery repair $6,502.83; 196230 Wy State Fire Advisory Bd, dues $300.00; 196231 WY State Firemens Asn, dues $75.00; 196232 Wy Tech Transfer Center training $180.00; 196233 Wyrulec utilities $917.89; 196234 X Lazy H rent $425.00; 196235 Xerox equip $151.54; 196236 Xesi equip $137.92; 196237 Zell Heating and Cooling repair $272.30; 196238 Bongaars supplies $1,237.35; 196239 Visa travel $12.21; Total Warrants $550,868.37.

County Coroner Darin Yates reviewed the background and research used in preparing the County Indigent Burial Policy. Commissioner Ellis moved to approve the Goshen County Unclaimed and Indigent Burial and Cremation Policy presented by County Coroner Darin Yates, seconded and passed.

The Emergency Manager was unable to attend the meeting, but left her report for the Commission. County Fire Warden Bill Law presented the Fire Warden’s report.

Anton Collins Mitchell LLP presented the FY 2018 Audit Report for the Goshen County Government. The results of the tests during the audit process disclosed no instances of noncompliance or other matters required to be reported under the Government Auditing Standards. No material weaknesses, deficiency in internal control, or significant deficiency were found. Commissioner Ellis moved to accept the financial report as presented by the Auditor for Fiscal Year 2018, seconded and passed.

Commissioner Ellis moved to enter executive session at 11:35 am to discuss personnel, seconded and passed. Commissioner Ellis moved to leave executive session at 12:55 pm.

Chairman Wolski opened the duly published liquor license hearing. No members of the public were in attendance. Commissioner Cox moved to approve Table Mountain Vineyards LLC; J&J Enterprises; Emporium at Hawk Springs, Bear Creek Enterprises, Western Cooperative Co; and BZ Hospitality, seconded and passed. The terms of licenses are from March 9, 2019 until March 7, 2020.

Commissioner Ellis moved to approve Resolution 2018-08A Resolution Authorizing an Amendment to the Goshen Care Center Joint Powers Board Joint Powers Agreement, Dated as of September 1, 1996, By and Between Goshen County, Wyoming and the City of Torrington, Wyoming, seconded and passed.

The meeting adjourned at 1:20 pm. Departmental reports and minutes are available online at goshencounty.org or at the County Clerk’s Office. The Audit will be posted online as soon as the approved report is received. The next meeting will be held Tuesday 02-19-2019. (approved for publication)

Attest:

Cynthia Kenyon
Goshen County Clerk

F.E. Wolski, Chairman
Goshen County Commission
REPORT TO GOSHEN COUNTY COMMISSION

Meeting Date: February 7, 2019
Department: Road & Bridge, Planning/GIS, County Surveyor

- Maintenance Operations: We are maintaining, building and gravelling roads as the weather allows.

- Cattle guards, Culverts and Cutting Edge Order.

- Equipment Report.

- Extended Warranty and Machine Buy Back Option on Blades.

- Permission to Hire Operator to fill vacant position.

- Small Wastewater Systems.

- End of Year GIS Report.

- Bridge EYB Update.

- Bridge FAB Update.

- Hawk Springs Street Vacation.

Please list the titles of any Motion, Resolutions, Contracts, Earning Reports, Plats or Agreements etc., to be approved.

V. Hankins
Road & Bridge Department
REPORT TO COUNTY COMMISSION
Meeting Date: February 7, 2019
Department: GCSO Division of Emergency Management
Department Head: EMA Coordinator, Shelly Kirchhefer

**Discussion and New Business:** For the month of January 2019: Expenditures on EMPG F/Y 2019, Homeland Security Grants and 05EM see below...

**05EM Salary/Expenditures**
½ Co. Gross-$1227.68
Total: $1227.68

**Benefits on EMPG Draw down:**
Medicare-$35.60/$17.80
SS-$152.24/$76.12
Retirement-$420.36/$210.18
Life Ins.-$4.57/$2.29
Health Ins.-$581.39/$290.70
Work Comp-$53.53/$26.77
Total: $1247.69/$623.85

**EMPG-to be submitted**
½ Salary-$1227.68
½ Benefits-$623.85
Total-$1851.53
Report submitted to Co. Treasurer

**City Coordinators Salaries:** Drawdowns under EMPG have been made for the 2018 EMPG Grant cycle.
Torrington-$450.00/Mo. Yr-$2700.00
Yoder-$300.00/Mo. Yr-$1800.00
Fort Laramie-$300.00/Mo. Yr-$1800.00 $6300.00

**GRANTS**

**SHSP 2017 Grants** – Drawdowns have been submitted for all of the 2017 SHSP Grants. Funds received and awaiting notice if anyone has remaining funds to spend. 2020

**SHSP 2018 Grants**- Several have been closed and still awaiting documentation for 1 more agency.

**EMPG FY2018**- Signed on 18th of December and returned to WOHS. Drawdown was sent in mid-January and expecting full payment anytime. Note we are now into Q2 of EMPG 2019.
Reports, updates & training/events

- SHSP Grants 2017/2018 as stated above.
- Critical Infrastructure Sector Surveys continuing.
- Continuing Grant work
- Regular meetings EWC Campus Safety, T3T, WOHS etc.
- On February 7th & 8th I will be attending a Grant writing class in Cheyenne.
- Full Scale Exercise will be on February 13th at the fairgrounds with the Civil Support Team
- NO word on the SHSP Grants for 2019/Shutdown

Unfinished Business:

- None

Please list the title of any Motions, Resolutions, Contracts, and Earnings reports, Plats or Agreements etc. to be approved:

Signature: [Signature]

Title: Coordinator/Director

2-5-19
REPORT FOR GOSHEN COUNTY COMMISSION MEETING

Meeting date: 1-15-2019

Department: County Clerk

Discuss: updating employee handbook information

Approve: Warrant report and employee bonds
Earnings Reports: County Clerk $18,486.00 and Clerk of Court 3216.60

Please list the title of any Motions, Resolutions, Contracts, Earnings reports, Plats or Agreements etc to be approved:

Public Health Emergency Preparedness Statement of Work Contract Amendment (adds $40,000 to the funding)

Items for the liquor license hearing:
Licensees for approval: Buckinghorse
Bear Creek Enterprises
Longbranch
Winery and Retail licenses for Table Mountain Vineyards
West Co/Frontier Mart
Emporium at Hawk Springs
Term of Licenses: 3/9/2019 to 3/7/2020

Signature: _________________________

Title: _________________________

In addition: Kory may stop in and present an amendment to the State of Wyoming DOC contract for housing inmates. He was taking it to the County Attorney’s office yesterday.
FEBRUARY 2019 COMMISSIONERS REPORT

February 5, 2019

January and so far in February has been a bit busier than expected with multiple fires and other activities. The latest fire was out in the Veteran District that quickly burned into the Yoder District. The fire was caused by a welder building iron corrals. He had been warned by a land owner not to do any welding last Friday due to high wind forecasts. Unfortunately that warning was unheeded and around 1600 acres (I estimate) were burned.

I have things set for my Annual County-Wide Fire Department/District Board meeting. It will be held at the Torrington Fire Station beginning at 6:30PM, Tuesday March 26th. The only thing that might cause that to be moved at this point would be if the Annual Operating Plan (AOP) has not been approved for release. I am scheduled to be in Casper next Wednesday the 13th for our first (AOP draft) meeting.

The 2019 Fire Suppression Dues from State Forestry have been received by the county. You will notice that the premium has gone down slightly. That’s the good news. The bad news is the county’s assessed valuation has also gone down. Chairman Wolski will have the breakdown for each of our 11 Fire Protection Districts available for me to hand out at the Annual Meeting. FYI Wally, the Torrington Rural Fire Board has agreed to continue with the $3500 contribution.

As of today, it looks like I will have to assist with some lobbying in Cheyenne this week.

I checked with TransWest Ford yesterday, the new pickup has been moved aboard a train car for shipment to Denver. Still no word on when that will happen.

Respectfully submitted,

Bill Law, GCFW
Meeting Date: February 7, 2019

Department: Clerk of District Court

Discussion and new business:

Fees turned into the Goshen County Treasurer from the Clerk of District Court Office were $3,216.60. See attached page for breakdown of fees collected.

Unfinished business:

One jury trial is scheduled for February. We have one jury trial scheduled in March, 2019.

Please list the title of any Motions, Resolutions, Contracts, Earnings reports, Plats or Agreement etc. to be approved:

None

Signature: [Signature]

Title: Clerk of District Court
RESOLUTION NO. 2018-08

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE GOSHEN CARE CENTER JOINT POWERS BOARD JOINT POWERS AGREEMENT, DATED AS OF SEPTEMBER 1, 1996, BY AND BETWEEN GOSHEN COUNTY, WYOMING, AND THE CITY OF TORRINTON, WYOMING.

WHEREAS, the Goshen Care Center Joint Powers Board (the “Board”) is a duly organized and existing body corporate and politic under the provisions of the Wyoming Joint Powers Act, Wyo. Stat. §§ 16-1-101 through 16-1-110 (the “Joint Powers Act”), established under a Joint Powers Agreement entered into by and between Goshen County, Wyoming (“Goshen County”) and the City of Torrington, Wyoming (“Torrington”), dated as of the 1st day of September, 1996 (the “Original Joint Powers Agreement”); and

WHEREAS, Goshen County and Torrington entered into the Original Joint Powers Agreement for the purpose of planning, constructing, financing and operating a nursing home facility in Torrington (the “Goshen Health Care Center”); and

WHEREAS, Goshen County and Torrington continue to assess the demand for health care facilities and services that will benefit their residents; and

WHEREAS, Goshen County and Torrington now desire to expand the services available for their seniors by constructing a 23,980 square foot, 30-unit assisted living facility on a three-acre site in Torrington that has been donated to the Joint Powers Board by Torrington (the “Assisted Living Facility”), which will promote a continuum of care and complement the Evergreen Court independent living with assistance facility and skilled nursing and memory care at the Goshen Health Care Center; and

WHEREAS, Goshen County and Torrington each constitute an “agency,” under the Joint Powers Act [Wyo. Stat. § 16-1-104(a)] and are hereinafter sometimes referred to in the singular as “Participating Agency” and collectively as “Participating Agencies;” and

WHEREAS, any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and

WHEREAS, the Joint Powers Act [Wyo. Stat. § 16-1-104(c)(x)] provides that two (2) or more agencies may jointly plan, own, lease, assign, sell, create, expand, finance and operate public health facilities; and

WHEREAS, pursuant to Wyo. Stat. § 18-2-108, Goshen County and Torrington have the individual or joint authority to establish and operate public health facilities and to further purchase, lease, construct and operate facilities and equipment used in individual or joint operations; and

WHEREAS, Wyo. Stat. § 35-2-901(a)(x) defines “health care facility” as any ambulatory surgical center, assisted living facility, adult day care facility, adult foster care home, alternative eldercare home, birthing center, boarding home, freestanding diagnostic testing center, home health agency, hospice, hospital, freestanding emergency center, intermediate care facility for people with intellectual disability, medical assistance facility, nursing care facility, rehabilitation facility and renal dialysis center (emphasis added); and

Goshen County Approval Resolution for the Amended Joint Powers Agreement -1-
WHEREAS, Wyo. Stat. § 35-2-901(xxii) defines “assisted living facility” as a dwelling operated by any person, firm or corporation engaged in providing limited nursing care, personal care and boarding home care, but not habilitative care, for persons not related to the owner of the facility. This definition may include facilities with secured units and facilities dedicated to the special care and services for people with Alzheimer's disease or other dementia conditions; and

WHEREAS, Goshen County and Torrington have determined that the continued operation of the Goshen Health Care Center and the planning, constructing, financing and operating of the Assisted Living Facility (hereinafter, the Goshen Health Care Center and the Assisted Living Facility being collectively referred to as the “Health Care Facilities”) would continue to benefit residents of the Participating Agencies by providing needed health care facilities in Goshen County; and

WHEREAS, each of the Participating Agencies realizes that a joint and cooperative effort in the in the provision of Health Care Facilities will result in substantial economic savings and will provide methods of financing unavailable to either of the Participating Agencies operating independently; and

WHEREAS, each Participating Agency, in order to facilitate the Health Care Facilities, desires to amend the Original Joint Powers Agreement to expand the powers of the Joint Powers Board;

WHEREAS, attached hereto as EXHIBIT A, and by this specific reference is incorporated herein, is the Amended Joint Power Agreement; and

WHEREAS, upon approval by Goshen County and Torrington, the Amended Joint Powers Agreement, along with copies of the authorizing resolutions of Goshen County and Torrington, will be submitted to the Office of the Wyoming Attorney General for approval, and upon approval copies of the Amended Joint Powers Agreement will be filed with the Goshen County Clerk and the City Clerk/Treasurer of Torrington;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF GOSHEN COUNTY, WYOMING:

Section 1. Approval and Authorization. The form of the Amended Joint Powers Agreement is hereby approved. The Chairman of the Board of County Commissioners and the County Clerk are hereby authorized and directed to execute the Amended Joint Powers Agreement. A copy of the Amended Joint Powers Agreement shall be delivered, filed and recorded as provided in the Amended Joint Powers Agreement.

Section 2. Resolution Irrepealable. After the Amended Joint Powers Amendment has been formally entered into, this resolution shall be and remain irrepealable until the Joint Powers Board has been terminated as provided in the Amended Joint Powers Agreement.

Section 3. Repealer. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

[Balance of this page intentionally left blank.]
Section 4. **Severability.** Should any part or provision of this resolution ever be judicially determined to be invalid or unenforceable, such determination shall not affect the remaining parts and provisions hereof, the intention being that each part or provision of this resolution is severable.

ADOPTED AND APPROVED as of the 16th day of October, 2018.

GOSHEN COUNTY, WYOMING

[Signature]
Chairman, Board of County Commissioners

ATTEST:

[Signature]
County Clerk
GOSHEN CARE CENTER JOINT POWERS BOARD
AMENDED JOINT POWERS AGREEMENT

The GOSHEN CARE CENTER JOINT POWERS AGREEMENT was originally entered into as of the 1st day of September, 1996 (the "Original Joint Powers Agreement"), and is amended as of the 16th day of October, 2018 (the "Amended Joint Powers Agreement"), by and between Goshen County, Wyoming, a body corporate and politic (hereinafter referred to as "Goshen County") and the City of Torrington, Wyoming, an incorporated municipality in Goshen County (hereinafter referred to as "Torrington"). (Torrington has become a Wyoming city since the adoption of the Original Joint Powers Agreement.) The Original Joint Powers Agreement created the GOSHEN CARE CENTER JOINT POWERS BOARD, a body corporate and politic, and a public corporation (the "Joint Powers Board") pursuant to the Wyoming Joint Powers Act, Wyoming Stat. §§ 16-1-101 through 16-1-110 (the "Joint Powers Act").

WITNESSETH:

WHEREAS, Goshen County and Torrington entered into the Original Joint Powers Agreement for the purpose of planning, constructing, financing and operating a nursing home facility in Torrington (the "Goshen Health Care Center"); and

WHEREAS, Goshen County and Torrington continue to assess the demand for health care facilities and services that will benefit their residents; and

WHEREAS, Goshen County and Torrington now desire to expand the services available for their seniors by constructing a 23,980 square foot, 30-unit assisted living facility on a three-acre site in Torrington that has been donated to the Joint Powers Board by Torrington (the "Assisted Living Facility"), which will promote a continuum of care and complement the Evergreen Court independent living with assistance facility and skilled nursing and memory care at the Goshen Health Care Center; and

WHEREAS, Goshen County and Torrington each constitute an "agency," under the Joint Powers Act [Wyo. Stat. § 16-1-104(a)] and are hereinafter sometimes referred to in the singular as "Participating Agency" and collectively as "Participating Agencies;" and

WHEREAS, any power, privilege or authority exercised or capable of being exercised by an agency may be exercised and enjoyed jointly with any other agency having a similar power, privilege or authority; and

WHEREAS, the Joint Powers Act [Wyo. Stat. § 16-1-104(c)(x)] provides that two (2) or more agencies may jointly plan, own, lease, assign, sell, create, expand, finance and operate public health facilities; and

WHEREAS, pursuant to Wyo. Stat. § 18-2-108, Goshen County and Torrington have the individual or joint authority to establish and operate public health facilities and to further purchase, lease, construct and operate facilities and equipment used in individual or joint operations; and

WHEREAS, Wyo. Stat. § 35-2-901(a)(x) defines "health care facility" as any ambulatory surgical center, assisted living facility, adult day care facility, adult foster care home, alternative eldercare home, birthing center, boarding home, freestanding diagnostic testing center, home health agency, hospice, hospital, freestanding emergency center, intermediate care facility for people with intellectual disability, medical assistance facility, nursing care facility, rehabilitation facility and renal dialysis center (emphasis added); and
WHEREAS, Wyo. Stat. § 35-2-901(xxii) defines “assisted living facility” as a dwelling operated by any person, firm or corporation engaged in providing limited nursing care, personal care and boarding home care, but not habilitative care, for persons not related to the owner of the facility. This definition may include facilities with secured units and facilities dedicated to the special care and services for people with Alzheimer’s disease or other dementia conditions; and

WHEREAS, Goshen County and Torrington have determined that the continued operation of the Goshen Health Care Center and the planning, constructing, financing and operating of the Assisted Living Facility (hereinafter, the Goshen Health Care Center and the Assisted Living Facility being collectively referred to as the “Health Care Facilities”) would continue to benefit residents of the Participating Agencies by providing needed health care facilities in Goshen County; and

WHEREAS, each of the Participating Agencies realizes that a joint and cooperative effort in the in the provision of Health Care Facilities will result in substantial economic savings and will provide methods of financing unavailable to either of the Participating Agencies operating independently; and

WHEREAS, each Participating Agency, in order to facilitate the Health Care Facilities, desires to amend the Original Joint Powers Agreement to expand the powers of the Joint Powers Board;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is understood and agreed between the Participating Agencies as follows:

SECTION ONE
PURPOSE

The purpose of this Amended Joint Powers Agreement is to provide an efficient, orderly, and economically feasible method of continued operation of the Goshen Health Care Center and the planning, constructing, financing and operating of the Assisted Living Facility, which would be of service to and be for the benefit of the Participating Agencies and their residents.

SECTION TWO
DURATION OF THE AMENDED JOINT POWERS AGREEMENT

This Amended Joint Powers Agreement and the Joint Powers Board shall be of perpetual duration; however, this Amended Joint Powers Agreement and the Joint Powers Board may be dissolved and terminated by action of both of the governing bodies [i.e., the Board of County Commissioners of Goshen County (the “Goshen County Commissioners”) and the governing body of Torrington (the “City Council and Mayor,” which together with the Goshen County Commissioners will be sometimes collectively referred to as the “Governing Bodies of the Participating Agencies”); provided, that this Amended Joint Powers Agreement and the Joint Powers Board shall not be dissolved or terminated so long as outstanding financial obligations of the Joint Powers Board exist or provision for their payment or other satisfaction has not been made.

SECTION THREE
CREATION, ORGANIZATION AND COMPOSITION OF JOINT POWERS BOARD

There has been created, pursuant to the Joint Powers Act (Wyo. Stat § 16-1-106), the “Goshen Care Center Joint Powers Board” (hereinafter referred to as the “Joint Powers Board”).
1. The Joint Powers Board shall consist of seven (7) members, all of whom shall be qualified electors of Goshen County. Pursuant to the Joint Powers Act (Wyo. Stat. § 16-1-106), it is not incompatible office holding for an officer or legal representative of Goshen County or Torrington to be a member of the Joint Powers Board.

2. The City Council and Mayor of Torrington shall appoint one (1) member who shall be an incumbent member of the City Council, to the Joint Powers Board; and six (6) members, one (1) of whom shall be an incumbent member of the Goshen County Commissioners, shall be appointed by the Goshen County Commissioners.

3. The said members shall be appointed within five (5) days of approval of this Joint Powers Agreement by the State Attorney General, and within fifteen (15) days after their appointment, the members of the Joint Powers Board shall hold an organizational meeting and shall determine by mutual agreement the terms of the members. Said appointments shall follow the following formula:

The initial appointments shall be by mutual agreement with staggered terms of one (1), two (2) and three (3) years and are subject to reappointment. Thereafter, appointments for a full term shall be for three (3) year staggered terms. 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 by the respective Governing Bodies of the Participating Agencies.

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 for the unexpired portion of the retiring member’s term and the appointment shall be made by the governing body which made the appointment of the retiring member.

4. At the organizational meeting the Joint Powers Board shall also elect from its membership a Chairman, Vice-Chairman, Secretary and Treasurer. The Secretary of the Joint Powers Board shall notify the Participating Agencies of the Joint Powers Board’s organization and shall file a certificate showing its organization with the Goshen County Clerk and the Wyoming Secretary of State.

5. The Joint Powers Board shall meet at the call of the Chairman, upon oral or written request of a majority of the Joint Powers Board members, within five (5) days after the request is given by any Participating Agency, or in any event not less than once each three (3) months.

SECTION FOUR
POWERS AND DUTIES OF THE JOINT POWERS BOARD

1. The Joint Powers Board may employ technical, legal, administrative and clerical assistance as necessary, and engage the services of research, consulting and management agencies or entities within the limits of its authorized and available funds, as may be agreed upon from time to time.

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

3. The Joint Powers Board shall:
a. Keep minutes of all meetings during which official action is taken as well as financial records. Such minutes and records shall be public records.

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

c. Cooperate with and solicit the advice, counsel, and recommendations of the Governing Bodies of the Participating Agencies.

d. Keep the Governing Bodies of the Participating Agencies advised as to its progress and supply the elected officials thereof with annual written reports concerning its activities and finances.

4. The Joint Powers Board may:

a. Sue and be sued in the name in which the Joint Powers Board is designated.

b. 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.

c. 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.

d. Employ legal counsel and bear the cost of litigation.

e. Accept or reject any federal, state, or private gift, grant, bequest or devise of money, property or services.

f. Utilize the services of any officer or employee of the Participating Agencies, with the approval of the Governing Bodies of the Participating Agencies,

g. Insure against loss of property.

h. Subject to the approval of the Governing Bodies of the Participating Agencies, employ such other persons or entities as may be necessary to carry out the purposes of this Joint Powers Agreement.

i. Additionally, the Joint Powers Board shall have all other powers and duties enumerated in or reasonably implied from the Joint Powers Act and the statutes of the State of Wyoming.

SECTION FIVE
HEALTH CARE FACILITIES FINANCING

The Joint Powers Board may formulate any plan or plans for financing the construction or improvement of the Health Care Facilities as it may deem appropriate. The Joint Powers Board may solicit and obtain funds from any of the following sources:

a. the contribution of funds from one (1) or more of the Participating Agencies which would be available to each agency if proceeding individually;
b. bond issues by one (1) or more of the Participating Agencies to construct, improve or acquire an interest in the Health Care Facilities in the same manner as bonds may be issued by the agency for its individual construction, improvement or acquisition of such a facility;

c. gifts, donations or grants of federal money;

d. the issuance by the Joint Powers Board of its revenue bonds under the authority of the Joint Powers Act [Wyo. Stat. 16-1-107(a)(iii)], to be repaid solely from the foregoing sources of funds or any revenue received by the Joint Powers Board from the ownership, lease or operation of property or interest in property owned, leased or controlled by the Joint Powers Board. The 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 either of the Participating Agencies, but shall be payable solely from a special fund to contain the revenue to be derived from the ownership, lease or operation of property or interest in property owned, leased or controlled by the Joint Powers Board, and, further, that the lien of the pledge of the revenues constitutes a first lien, but not necessarily an exclusively first lien, on said revenues.

SECTION SIX
NET EARNINGS OF JOINT POWERS BOARD

No part of the net earnings of the Joint Powers Board shall be distributed to, or inure to the benefit of, any member, officer, agent or employee of the Joint Powers Board, or to any private individual, except that reasonable compensation may be paid for services duly rendered by individuals other than officers or members of the Joint Powers Board and reimbursements may be made for expenses duly incurred, to or for the Joint Powers Board affecting one or more of its authorized purposes.

SECTION SEVEN
OWNERSHIP OF THE HEALTH CARE FACILITIES

Ownership of the Health Care Facilities, and all property, whether real or personal, tangible or intangible, including all contract rights in connection therewith, and any improvements to be made thereto will be held by the Joint Powers Board and will not be further set over or alienated in any manner while the bonds or any other obligations of the Joint Powers Board issued in connection therewith are outstanding except as security for the payment of the principal of, premium, if any, and interest on such bonds.

SECTION EIGHT
CONSTRUCTION, OPERATION, MAINTENANCE AND BUDGET FOR THE HEALTH CARE FACILITIES

The Joint Powers Board shall be solely responsible for: (a) the construction or improvement of the Health Care Facilities; (b) the complete and full operation and maintenance of the Health Care Facilities, including, but not limited to the payment of all, if any, salaries, required taxes, payments in lieu of taxes, assessments, insurance premiums and utilities; and (c) the establishment and maintenance of a budget for the Health Care Facilities. The Joint Powers Board may fulfill any or all of these responsibilities through agreements with a Participating Agency or Agencies or another third party or parties.
SECTION NINE
TERMINATION, DISSOLUTION AND DISTRIBUTION

The Joint Powers Board shall continue in existence until terminated as provided above; provided, however, that the Joint Powers Board and this Amended Joint Powers Agreement shall not be terminated, and shall continue in existence until all outstanding obligations of the Joint Powers Board, including all bond requirements of its bonds, shall have been fully paid and satisfied or provision for such payment shall have been made.

Further after satisfaction of all debts and obligations and upon termination and dissolution, the Joint Powers Board shall distribute, set over, transfer, convey or assign all facilities, improvements or other property owned or leased by the Joint Powers Board to Goshen County.

SECTION TEN
RESTRICTIONS

It is clearly understood that this Joint Powers Agreement expressly limits the Joint Powers Board to plan, create, expand, acquire, install, equip, construct, finance and operate the Health Care Facilities.

SECTION ELEVEN
SEVERABILITY

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

This Amended Joint Powers Agreement is made and entered into as of the date set forth on the first page hereof, in accordance with the authorization by Resolutions adopted by majority vote of the duly elected members of the Governing Bodies of the Participating Agencies at duly called meetings thereof as noted below.

(Signature pages follow)
(Signature page for Goshen County, Wyoming)


ATTEST:

Cynthia Kanyar
County Clerk

GOSHEN COUNTY, WYOMING

[Signature]
Chairman, Board of County Commissioners
(Signature page for City of Torrington, Wyoming)


ATTEST:                                             CITY OF TORRINGTON, WYOMING

City Clerk/Treasurer                                Mayor
APPROVAL BY ATTORNEY GENERAL

In accordance with Wyo. Stat. § 16-1-105(a)(ii), this Amended Joint Powers Agreement has been reviewed and the Attorney General has determined that the Amended Joint Powers Agreement is compatible with the laws and constitution of the State of Wyoming. The approval of this Amended Joint Powers Agreement by the Attorney General is limited to the terms and conditions of the Amended Joint Powers Agreement itself, and the approval does not extend to any individual project nor the financing of any individual project contemplated under the Amended Joint Powers Agreement.

APPROVED this _____ day of ______, 2019.

Bridget Hill
Attorney General
State of Wyoming