



CACHE COUNTY FIRE DISTRICT BOARD OF TRUSTEES

Kathryn Beus – Board Chair
David Erickson – Trustee
Lyndsay Peterson – Trustee
Larry Jacobsen - Trustee

George Daines – Trustee
Kris Monson – Trustee
Stephanie Miller – Trustee

BOARD OF TRUSTEES MEETING

October 23, 2025
2:00pm

AGENDA

The Cache County Fire District Board will meet Tuesday, **October 23, 2025**, commencing at **2:00 p.m.** in the **Cache County Historic Courthouse, Council Conference Room**, 199 North Main Logan, Utah 84321.

1. **CALL TO ORDER**
2. **ITEMS OF BUSINESS**
 - A. Approval of Agenda – October 23, 2025
 - B. Approval of Minutes – September 11, 2025
3. Welcome and Introduction of Trustee George Daines the new County Executive
4. **ITEMS OF DISCUSSION**
 - A. Report from Steering Committee
5. **DISCUSSION AND ACTION ON RESOLUTION 01-2025 – Approving and Authorizing the Execution of an Interlocal Agreement for the Provision of Fire Services Between Cache County Fire Protection District and Cache County**
6. **DISCUSSION AND ACTION ON RESOLUTION 02-2025 – Adopting Proposed Amendments to the District Bylaws which Amends the Selection Process of Members of the Board of Trustees**
7. **NEXT MEETING** – November 20, 2025 – 2:00pm
8. **ADJOURN**

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify Janeen Allen, at 755-1850 at least three working days prior to the meeting.

RESOLUTION NO. 01-2025

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF AN INTERLOCAL AGREEMENT FOR THE PROVISION OF FIRE
SERVICES BETWEEN CACHE COUNTY FIRE PROTECTION
DISTRICT AND CACHE COUNTY; AUTHORIZING THE CHAIR TO
SIGN SUCH AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE
DATE**

SECTION 1. RECITALS.

WHEREAS, the Cache County Fire Protection District (the “District”) is a Local District created as a Service Area, a body politic and subdivision of the State of Utah, that provides fire protection and emergency services to the owners of certain real property and has distinct boundaries; and,

WHEREAS, Cache County (herein "County") is a political subdivision of the State of Utah, duly organized and existing under the laws of the State of Utah; and

WHEREAS, in conformance with the provisions of Utah State Code, the Cache County Fire Protection District Board of Trustees (“Board of Trustees”) as the governing body of the District may exercise all administrative powers by resolution; and,

WHEREAS, pursuant to the provisions of the Utah Interlocal Co-operation Act UCA §11-13-1, et seq., Utah Code Ann., 1953, as amended, (the “Act”), any power or powers, privileges or authority exercised or capable of exercise by a public agency of the state (defined as any political subdivision of the state, including counties, municipalities, and special districts of various kinds) may be exercised and enjoyed jointly with any other public agency, and that any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the Act; and,

WHEREAS, the District and Cache County previously entered into an Interlocal Cooperative Agreement for Fire Suppression and Other Emergency Services, which has terminated, to ensure that fire suppression and other emergency services were provided in all areas of Cache County; and

WHEREAS, the District and Cache County have continued to act as if the previous Interlocal Cooperative Agreement for Fire Suppression and Other Emergency Services was still valid; and

WHEREAS, at this time, the District and Cache County wish to enter into a new Interlocal Cooperative Agreement for Fire Suppression and Other Emergency Services (“Agreement”); and

WHEREAS, in conformance with the provisions of the Utah State Code, the District is authorized to enter into interlocal agreements; and,

WHEREAS, the Board of Trustees finds that adopting and entering into this Agreement is in the best interest of the citizens of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES THAT:

1. The Board of Trustees of the Cache County Fire Protection District, State of Utah, hereby adopts and authorizes entry into an agreement with Cache County for the provision of fire suppression and other emergency services as set out in that document entitled “**Interlocal Cooperative Agreement for Fire Suppression and Other Emergency Services**” between the District and Cache County (said Agreement attached hereto as “**Attachment A**” and incorporated herein by this reference), and
2. The Board of Trustees authorizes the Chair of the Board to sign any and all contracts, agreements, or other documents necessary to consummate said Agreement; and, authorizes the District Clerk to sign any documents as may be required attesting to the fact that the Chair of the Board has been duly authorized to enter into such arrangements on behalf of the District.
3. The foregoing Recitals are fully incorporated herein.

SECTION 2. REPEALER OF CONFLICTING ENACTMENTS.

All orders and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the District, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

SECTION 3. PRIOR RESOLUTIONS.

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

SECTION 4 - SAVINGS CLAUSE.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the Board of Trustees of the Cache County Fire Protection District.

SECTION 5. DATE OF EFFECT:

This Resolution shall be effective on the ____ day of _____ 2025 and after publication or posting as required by law.

PASSED, APPROVED AND ADOPTED on this ____ day of _____ 2025.

Chairman, Board of Trustees

ATTEST:

ATTACHMENT “A”

Attached to Resolution # 01-2025

**Interlocal Cooperative Agreement for Fire Suppression and Other Emergency Services
Between Cache County and Cache County Fire Protection District**

**INTERLOCAL COOPERATIVE AGREEMENT FOR FIRE SUPPRESSION
AND OTHER EMERGENCY SERVICES**

This **INTERLOCAL COOPERATIVE AGREEMENT FOR FIRE SUPPRESSION AND OTHER EMERGENCY SERVICES** ("Agreement") is made and entered into this ____ day of _____, 2025, by and between Cache County (the "County"), and the Cache County Fire District (the "District"). The County and the District may each be referred to individually herein as a "Party" and collectively herein as the "Parties".

This Agreement is made and entered into by and between the Parties based upon the following:

- A. Pursuant to the Utah Interlocal Cooperation Act ("Act"), Title 11, Chapter 13, Utah Code Annotated, the Parties are authorized to enter into mutually advantageous agreements for joint or cooperative action;
- B. The Cache County Fire District was formed as a special service district to provide fire suppression in all areas of Cache County except for the property within the boundaries of Logan City;
- C. The County is desirous of ensuring fire suppression and other emergency services in all areas of Cache County and is responsible under Utah law to provide for the abovementioned services in the unincorporated portions of Cache County;
- D. The District is currently fully funded by the County, is staffed by the Cache County Fire Department, and has obtained equipment from County funds;
- E. As the District transitions to become independent of the County, this Agreement is necessary to help outline necessary aspects of that transition;
- F. This Agreement for fire protection and other emergency services is deemed to be in the best interest and for the general welfare of the Parties.

NOW THEREFORE, in consideration of the covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. DISTRICT OBLIGATIONS

- a. **Elected Board.** Transition from an appointed board to an elected board of trustees to ensure that taxation will be solely through the District.
- b. **Taxation.** Work with the County to prepare to tax all residences within the District boundaries and implement said tax within the next four (4) years.
- c. **Personnel.** Prepare to receive all personnel from the Cache County Fire Department to the District. Further, the District shall hire administrative personnel necessary for the operation of the District.
- d. **Fire Suppression and Emergency Medical Services.** Ensure that all fire suppression and medical emergencies within the District boundaries are effectively and efficiently handled.
- e. **Interlocal Agreements with Municipalities.** The District has previously entered into interlocal agreements with the various municipalities throughout Cache County for Fire Suppression and Emergency Medical Services. The District agrees to continue to

maintain these interlocal agreements and work with the County to renew them as necessary. The Parties agree to work together to ensure that the agreed upon services are adequately provided as required under those agreements.

SECTION 2. COUNTY OBLIGATIONS

- a. **Fire and Emergency Medical Services.** Provide Fire and Emergency Medical Services as requested by the District for paramedic or ambulance response without unduly reducing the response capabilities within the County response areas.
- b. **Personnel.** Provide Cache County Fire Department personnel to accomplish the statutorily required services of both entities. Further, the County shall aid the District in all administrative needs with County personnel until the District hires their own administrative personnel.
- c. **Equipment.** Provide for any equipment or maintenance needs of the District until the District is financially independent. At the time the District and the County are ready to fully transition, if the Cache County Fire Department is dissolved, all equipment and personal property owned by the County will transfer title to the District.

SECTION 3. PROVISIONS ASSOCIATED WITH THE ACT

- a. **Effective Date.** This Agreement shall be effective upon the approval of the two Parties and each Party filing with its respective keeper of records.
- b. **No Interlocal Entity.** This Agreement is an interlocal cooperative agreement and does not create any separate legal entity. The Parties do not contemplate nor intend to establish an interlocal entity under the terms of this Agreement.
- c. **Administrator.** The administrator for this interlocal agreement shall be the Cache County Fire Department Fire Chief.
- d. **No Joint Ownership of Property.** At no time will there be any joint ownership of property between the District and the County. Any personal property that the County deems necessary for transfer at the appointed time shall be identified by County employees and then legally transferred to the District. Any real property owned by the County will remain property of the County until the District is able to go through the County Property Acquisition process.
- e. **Manner of Financing.** Cache County agrees to continue to fund the Cache County Fire Department as necessary to ensure that the required services are provided.
- f. **Filing of the Agreement.** Executed copies of this Agreement shall be placed on file in the office of the County Clerk and District Recorder.
- g. **Adoption Requirements.** This Agreement shall be: (i) approved by the executive body or officer of each of the Parties; (ii) executed by a duly authorized official of each of the Parties; (iii) submitted to and reviewed by an authorized attorney of each Party as to proper form and compliance with applicable law, as required by Utah Code Ann. §11-13-202.5; and (iv) filed in the official records of each Party.
- h. **Employees performing services under the Agreement.** The provisions of Utah Code §11-13-222 regarding employees performing services under this agreement, apply to those employees who will perform services under this Agreement.

SECTION 4. MISCELLANEOUS

- a. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

- b. **Privileges and Immunities.** Nothing in this Agreement shall be construed to waive any of the privileges and immunities provided by law to the Parties, including, but not limited to, medical, fire, health, ambulance or any other specialized services of any of the Parties or to waive the limits of liability applicable to any Party.
- c. **Indemnification and Insurance.** The County shall obtain and maintain appropriate liability insurance to cover the acts and omissions of its own personnel performing services under this Agreement. Subject to, and without waiving any immunities, each Party shall assume and retain liability, responsibility for the claims, losses, damages, injuries, or other liabilities arising out of the acts, omissions, or negligence of its own officers, employees, agents, contractors, or volunteers, in an amount not to exceed the damage limits in Utah Code.
- d. **Term.** Unless sooner terminated as hereinafter provided, the term of this Agreement shall be for a period of four (4) years commencing on the Effective Date and terminating automatically, without any further action on behalf of the Parties, on December 31, 2029. The District and the County, through their appointed representatives, shall meet at least annually to review this Agreement and the progress towards the listed goals of this Agreement.
- e. **Material Breach and Termination.** Either Party may terminate this Agreement prior to its expiration for any material breach by the other Party, provided that the Party seeking to terminate shall have first given the breaching Party notice of such material breach with reasonable specificity of the material breach, and the breaching Party shall have failed to cure that material breach within forty-five (45) days after the date of receipt of such notice.
- f. **Termination for Any Cause.** Any Party may terminate any rights and obligations under this Agreement at any time for any reason by giving one hundred eighty-three (183) days' written notice to the other Party of its intent to withdraw from this Agreement. In addition, the Parties may mutually agree to terminate the Agreement prior to the expiration of the term.
- g. **Assignment.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either Party, without the express, written consent of the other Party.
- h. **No Third-Party Beneficiaries.** This Agreement is not intended to benefit any party or person not named as a Party specifically herein, or which does not later become a signatory hereto as provided herein.
- i. **Entire Agreement.** This Agreement constitutes the entire Agreement between the County and the District. The Parties acknowledge that there are no other underlying agreements, oral or written, pertaining to the terms of this Agreement. The Parties may amend this Agreement only by a writing executed during the time this Agreement is in force. Any amendment made must comply with applicable law.
- j. **Other Regulations.** This Agreement does not supersede any responsibilities, regulations, and/or requirements imposed by state laws or local ordinances upon the County's Fire Chief under Utah State Fire Code.
- k. **Governing Law and Venue.** This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah. The parties hereby agree to bring any such action before the First Judicial District Court,

Cache County, State of Utah and, in addition, to submit themselves to the jurisdiction of the Courts in the State of Utah.

- l. **Severability.** If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the extent permitted by law.
- m. **Legislative Allocation.** The District agrees and recognizes that this Agreement is subject to and conditioned upon future legislative allocations of funds by the Cache County Council.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates listed below.

County:

District:

Cache County Executive

District Chair

Attest:

Attest:

Bryson Behm
Cache County Clerk

District Recorder

Date:_____

Date:_____

Approved as to form:

Approved as to form:

Deputy County Attorney

Fire District Attorney

RESOLUTION NO. 02-2025

A RESOLUTION ADOPTING PROPOSED AMENDMENTS TO THE DISTRICT BYLAWS WHICH AMENDS THE SELECTION PROCESS OF MEMBERS OF THE BOARD OF TRUSTEES; ADOPTING ALL DISTRICT BYLAW AMENDMENTS AND CHANGES MADE TO DATE; AND SETTING AN EFFECTIVE DATE.

Section I. Recitals.

WHEREAS, the Board of Trustees of the Cache County Fire Protection District (the “District”) finds that the District is a Local District created as a Service Area, a body politic and subdivision of the State of Utah, that provides fire protection and emergency services to the owners of certain real property and has distinct boundaries; and,

WHEREAS, the Board of Trustees finds that certain sections of Utah Code Annotated 1953, as amended, authorizes public bodies, including the District, to establish written procedures governing the general administration of the District; and,

WHEREAS, the Board of Trustees finds that it becomes necessary from time to time to amend, change, or delete certain parts of the Cache County Fire District Board of Trustees Bylaws (“District Bylaws”) to conform with current statute changes, personnel issues, operating issues, and state and federal rule changes; and,

WHEREAS, the Board of Trustees finds that according to Article IX, Section 9 of the District Bylaws, that in order to amend these bylaws, the proposed amendments shall be provided to the members of the Board of Trustees at least three (3) days in advance of a regularly scheduled Board Meeting; and

WHEREAS, the proposed amendments to the District Bylaws shall be clearly identified on a regularly scheduled Board Meeting agenda; and

WHEREAS, a supermajority of the Board of Trustees shall vote on these proposed amendments in order to amend the District Bylaws; and

WHEREAS, if a super majority of the Board of Trustees votes on these proposals, then the amendments to the District Bylaws shall be ratified by a super majority of the Board of Trustees at one of the next available regularly scheduled Board Meetings within seventy-five (75) days; and

WHEREAS, the Board of Trustees wishes to propose amendments to the District Bylaws, as set out in red and attached as Attachment “A” to this Resolution which would amend the selection process of members of the Board of Trustees, and to adopt those amendments which will be ratified at a later date according to the process outlined in the District Bylaws;

NOW THEREFORE, the District Board of Trustees resolves as follows:

Section II. Proposed Amendments to the District Bylaws.

1. The Board of Trustees of the Cache County Fire Protection District hereby adopts the proposed amendments to the Cache County Fire District Board of Trustees Bylaws and that those changes are set out in red and attached as Attachment “A” to this Resolution dated as of the ____ day of _____ 2025.
2. The Board of Trustees hereby adopts all other language of the District Bylaws in Attachment “A” that has been adopted by the District in the past.
3. That the Board of Trustees of the Cache County Fire Protection District hereby directs staff to place these proposed amendments to the District Bylaws, along with the full text of the rest of the District Bylaws, on the next available regularly scheduled Board Meeting within the next seventy-five (75) days in order for the Board of Trustees to ratify these proposed amendments and the full text of the District Bylaws.
4. The foregoing Recitals are fully incorporated herein.

Section III. Prior Resolutions.

The body and substance of any and all prior Resolutions, together with their specific provisions, where not otherwise in conflict with this Resolution, are hereby reaffirmed and readopted.

Section IV. Repealer of Conflicting Enactments.

All orders and resolutions with respect to the changes herein enacted and adopted which have heretofore been adopted by the District, or parts thereof, which are in conflict with any of the provisions of this Resolution, are, to the extent of such conflict, hereby repealed, except that this repeal shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section V. Savings Clause.

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable for any reason, such reason shall not have the effect of rendering any other provision or provisions hereof invalid, inoperative, or unenforceable to any extent whatever, this Resolution and the provisions of this Resolution being deemed to be the separate independent and severable act of the Board of Trustees of the Cache County Fire Protection District.

Section VI. Date of Effect.

This Resolution shall be effective on the ____day of _____ 2025 and after publication or posting as required by law.

PASSED, APPROVED AND ADOPTED on this ____ day of _____ 2025.

Chairman, Board of Trustees

Attested By:

District Clerk / Administrative Assistant

CACHE COUNTY FIRE DISTRICT
BOARD OF TRUSTEES BYLAWS

These Bylaws of the Board of Trustees of the Cache County Fire District are a reaffirmation of the charter of a fire district organized under the laws of the State of Utah with purposes as stated herein.

ARTICLE 1
GENERAL PROVISIONS

- 1.0 Official Name and Purpose of the District. The official name of the service area created and established by Cache County pursuant to State law and Cache County Ordinance 65-03, a copy of which is attached and incorporated herein by reference, is "Cache County Fire Protection District" (District). For the benefit of the public, the District shall: (a) provide fire protection, emergency services, emergency medical services, and other related services; (b) interface with government, public, private, business, and other organizations, herein collectively referred to as "another organization" or "other organizations;" and (c) accomplish the purposes set forth in State law and in said Cache County ordinance.
- 1.1 Legal Effect of Bylaws; Choice of Law; Definition of "Law." These Bylaws, as ratified as effective on the date indicated below, shall take precedence over any conflicting term, clause, or provision (herein collectively referred to as "provisions") of any rules and regulations, of the District, but shall be superseded by any conflicting provisions of State or Federal law. The laws of the State of Utah shall therefore govern the validity of these Bylaws, the construction of their provisions, and the interpretation of the rights and duties of the Board of Trustees and others identified herein. The term "law" shall, unless otherwise indicated, mean Federal law, State law, local law, court orders, as applicable.
- 1.2 Section Headings; Unenforceability and Severability of Provisions. Section headings are not to be considered part of these Bylaws and are not intended to be a full and accurate description of the contents hereof. If any provision of these Bylaws is held to be invalid and or unenforceable, then the remainder of these Bylaws shall nevertheless remain valid and in full force and effect. Individual provisions are therefore severable.
- 1.3 Definition of "Board Meeting." The term "board meeting" includes any meeting of the board as that term is defined under the Utah Open and Public Meetings Act (Utah Code § 52-4).

ARTICLE II

SELECTION, REMOVAL, AND COMPENSATION OF TRUSTEES

~~2.0~~ Membership of the Board; Selection of Trustees. The District's governing body shall be the Board of Trustees (Board). Members of the Board shall be referred to as "Trustees," and shall be (a) bonded, (b) resident registered voters within Cache County Fire District boundaries, and (c) otherwise qualified according to the law and these Bylaws. The Board shall consist of ~~seven-five total~~ members, selected by election as follows: (1) one Trustee elected from the North District of the Cache County Council; (2) one Trustee elected from the Northeast District of the Cache County Council; (3) one Trustee elected from the Southeast District of the Cache County Council; (4) one Trustee elected from the South District of the Cache County Council; and (5) one Trustee elected At Large from within the boundaries of the Cache County Fire Protection District, starting January 2025, selected according to Sections 2.1 and 2.2, but a No Trustee shall not be selected who shall simultaneously be a District employee, and a Trustee. The terms of the current members of the Board will renew in January 2025. When appointment is required, the appointment of a Board member must be completed before the beginning of the new term and comply with Utah Code

~~2.0~~ 17B-1-304. The Cache County Executive shall be a member of the Board of Trustees. All Trustee's shall be elected officials currently serving in office.

2.1 Terms of Office. Trustees shall serve terms of four (4) years. Terms shall be staggered to ensure continuity of governance: (a) the North District, Southeast District and At Large Trustee shall be elected in the same election cycle; (b) the Northeast District and South District shall be elected together in the election cycle occurring two (2) years thereafter. Each Trustee shall serve until a successor is duly elected and qualified.

2.1.1 For the initial election following adoption of these bylaws, all five positions shall be elected. The Trustees representing the Northeast District and the South District shall each serve an initial term of two (2) years. Thereafter, all Trustees elected to these positions shall serve full four (4) year terms, consistent with the staggered election cycle described above.

2.2 Election Procedures. Elections shall be conducted in accordance with Utah election law and applicable Cache County procedures. Candidates for district-based Trustee positions must reside within the Council District from which they seek election. Candidates for the At-Large Trustee position must reside anywhere within the boundaries of the Cache County Fire District. Elections shall occur in even-numbered years, consistent with the staggered election cycle.

2.3 Vacancies. Vacancies on the Board shall be filled in accordance with Utah Code Title 17, Chapter 28, and any applicable county ordinances. An appointee shall serve until the next regular election, at which time a successor shall be elected to serve the remainder of the unexpired term, if any.

~~2.1~~ Six trustees shall be appointed by the Board of Trustees in accordance with Utah Code § 17B-1-304, with the following additional requirements:

2.1.1 ~~The Board Chair shall propose candidates to the Board of Trustees and the~~

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Board shall appoint members to serve on the Board;

~~2.1.2 Two trustees shall be County Council members that represent areas included in the Cache County Fire Protection District;~~

~~2.1.3 Four trustees shall be Mayors of municipalities that fall within the jurisdiction of the Cache County Fire Protection District;~~

~~2.1.4 Of the six appointed trustees, no more than three shall be mayors or county council members appointed from within the Cache County Council Districts located in the northern part of the County;~~

~~2.1.5 Of the six appointed trustees, no more than three shall be mayors or county council members appointed from Cache County Council Districts located in the southern part of the County;~~

~~2.1.6 Terms of the Board of Trustees shall alternate after the first appointment of the board. Three members shall serve a two year term and the other members shall serve four year terms. Thereafter, all six appointed positions shall be four year terms; and~~

~~2.1.7 Board members may be eligible for reappointment.~~

2.22.4 Board membership structure may be modified by a majority vote of all board members.

2.32.5 The Board Chair shall be elected by the Board of Trustees in January of each calendar year in accordance with Utah Code § 17B-1-309.

2.42.6 Compensation of Trustees. If the Board determines trustees shall be compensated, compensation shall follow Utah Code § 17B-1-307.

2.52.7 Trustees or Other Officials to be appointed as Representatives to Other Organizations. The Board may appoint any Trustee(s) or administrative officer(s) as its official representative(s) to the countywide dispatch organization, the Utah Association of Special Districts, or any other organization.

ARTICLE III

DISTRICT BOARD RESPONSIBILITIES

- 3.0 As a governing body, the Board shall ensure the following:
- 3.1 Effectiveness: The Board must ensure effective district operations by:
- (a) Developing and communicating a district mission statement;
 - (b) Appointing and electing those officers identified in Article IV of these Bylaws;
 - (c) Being familiar with emerging technology affecting district operations.
- 3.2 Efficiency: The Board must ensure efficient district operations by:
- (a) Regularly reviewing current contracts – Rebid contracts at least every 5 years;
 - (b) Reviewing budget-to-actual reports at least quarterly;
 - (c) Ensuring bank statements are being reviewed at least quarterly; and
 - (d) Encouraging innovation and cost-saving among employees.
- 3.3 Compliance: The Board must ensure compliant district operations.
- (a) The Board Chair shall ensure the applicable positions within the District obtain the following required training:
 - Board member training for all board members (within one year every time after taking office);
 - Open and Public Meetings Act Training for all board members according to Utah Code §52-4; and
 - GRAMA training for records officers according to Utah Code §63G-2.
- 3.4 Ethics and Nepotism: The Board must comply with Utah Code regarding Ethics and Nepotism. The Board must follow Utah Code § 67-16 et seq. and Utah Code § 52-3-1, regarding ethics and conflicts of interest.
- 3.5 Reporting: The Board must ensure reporting requirements are followed:
- (a) Adopting a budget before the end of the fiscal year as required by Utah State law;
 - (b) Ensuring the Board hires a CPA to perform an annual audit;
 - (c) Ensuring transparency uploads are made on time;
 - (d) Ensuring Deposit & Investment reports are submitted for June 30 and December 31 to the State Treasurer’s Office; and
 - (e) Ensuring Impact Fee reports are submitted with financial statements to the Office of the State Auditor, if applicable.

ARTICLE IV

BOARD MEMBER POSITIONS AND DUTIES

- 4.0 Positions Required by State Law. State law requires a governing board to elect a chair and other officers as the board considers appropriate. The same person may NOT hold the offices of District Clerk and District Treasurer, and the Board Chair may not also serve as the District Clerk or the District Treasurer. (Utah Code 17B-1-309 and 17B-1-631)

through 17B-1-638). The Board of Trustees shall appoint a Vice-Chair to serve in the absence of the Chair.

4.1 Duties of the Board Chair shall include:

- (a) Schedule, conduct, and preside over all Board Meetings;
- (b) Act as official spokesperson for the Board to the public and as official representative to other organizations, unless the Board designates another official spokesperson or representative, and arrange for on-going dialogue and interaction with other organizations for the purpose of cooperation, efficiency, information exchange, insight, analyzing future growth and development, and any other valid purpose;
- ~~(c)~~ (d) Coordinate and follow through on projects and assignments of the Trustees; and
- ~~(d)~~ (e) Sign contracts on behalf of the District after said contract has been reviewed and approved by a majority vote of the Board of Trustees; and
- ~~(e)~~ (f) Any other powers necessary to comply with applicable law and board directives.

4.2 Duties of the Vice-Chair shall include:

- (a) Act as Board Chair in the absence of or at the direction of the Chair;
- (b) In the absence of or at the direction of the Chair, act as official spokesperson for the Board to the public and as official representative to other organizations, unless the Board designates another official spokesperson or representative, and arrange for on-going dialogue and interaction with other organizations, for purposes of cooperation, efficiency, information exchange, insight, analyzing future growth and development, and any other valid purpose;
- (c) Assist the Chair in coordinating and following through on projects and assignments of the Trustees; and
- (d) Any other powers necessary to comply with applicable law and board directives.

4.3 Duties of the Entire Board shall include:

- (a) Approve the budget. The Board may authorize a district manager or other official to act as the financial officer for the purpose of approving: (1) payroll checks, if the checks are prepared in accordance with a schedule approved by the board; and (2) routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials;
- (b) Set a maximum sum over which all purchases may not be made without the Board's approval;
- (c) Serve on standing or ad-hoc committees as needed;
- (d) Assign and/or appoint the Board Staff (Article V);
- (e) At least quarterly, review expenditures authorized by the financial officer (Utah Code 17B-1-642); and
- (f) Ensure compliance measures are instituted and followed as outlined in Section IV, District Board Responsibilities

ARTICLE V

BOARD STAFF AND CONSULTANTS

- 5.0 The Board shall appoint a Treasurer and Clerk, both of whom may be members of the Board; however, the same person may not hold the offices of District Clerk and District Treasurer, and the Board Chair may not also serve as the District Clerk or the District Treasurer. The execution of the services required by the Clerk and Treasurer may be contracted through Cache County but the Clerk and the Treasurer cannot be contracted positions.
- 5.1 Duties of the Treasurer shall include:
- (a) Review and be responsible for District funds and assets, including the receipt, collection, custody, accountability, and payment of District funds and assets, along with recommendations regarding the same to the Board. This shall also include primary responsibility for reviewing and authorizing all payments from and the placement and status of District funds and assets, signing checks, compiling data for loan or bond arrangements, reviewing payroll records, and inspecting and reviewing the District funds and assets;
 - (b) All those responsibilities outlined for the District Treasurer under Utah Code 17B-1-633; and
 - (c) Any other powers necessary to comply with applicable law and board directives.
- 5.2 Duties of the Clerk shall include:
- (a) Attending all Board Meetings and timely transcribing, preparing, and delivering all board meeting minutes and agendas, and placement of public notices on the Utah Public Notice website;
 - (b) Maintaining or designating the financial records for each fund of the district and all related subsidiary records, including a list of the outstanding bonds, their purpose, amount, terms, date, and place payable;
 - (c) Preparing or designating the preparation of the necessary checks or making the necessary arrangements for direct deposit, wire transfer, or other electronic payment mechanism after having determined that the claim is compliant with State law under 17B-1-635;
 - (d) Attesting to signatures on official documents; and
 - (e) Serve as Records Officer.
- 5.3 Duties of the Chief Administrative Officer shall include:
- (a) Act as the Chief Administrative Officer of the District and the highest member in the operational chain of command; and
 - (b) Make recommendations to the Board regarding rules and regulations, budgetary considerations, and other matters required by the Board.
- 5.4 The attorney for the District shall not be a Trustee, but may be an independent contractor retained on an hourly basis to assist the Board in fulfilling all of its responsibilities set forth in applicable law, board directives, including, but not limited to:
- (a) Attending Board Meetings as needed and providing legal counsel, advice, and representation for the best interest of the Board and District; and

~~(b)~~ Drafting and reviewing legal documents and providing other legal assistance as needed, but

~~(e)~~(b) All services shall be pre-approved by the District Clerk.

- 5.5 Board's Professional Consultants. As required by law and as requested by the Board, the Board may contract with other professional consultants as needed.

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ARTICLE VI

BOARD COMMITTEES

- 6.0 The Board of Trustees may establish both standing and ad-hoc committees to comply with Utah State Code and to ensure efficient and effective operations of the Board and the District.

6.1 Board Committees:

- (a) Counting the Committee Chair, every board committee shall have a total of two or more Trustees as members (as specifically set forth herein; otherwise, as the Board directs), with the District Clerk or other designated person taking minutes, and with the attorney for the District to be present, as needed, to provide legal advice. The District Clerk and attorney are not considered committee members.

6.2 Ad-Hoc Committees: Budget, Election, and Other Board Committees:

- (a) Ad-Hoc committees serve to fulfill the temporary needs of the District. These may include a budget committee, an elections committee, and any other committee the Board sees fit.

ARTICLE VII

INTERACTION WITH ADMINISTRATION, EMPLOYEES, AND PROFESSIONAL CONSULTANTS

- 7.0 Board's Statutory Responsibility: As set forth in Utah Code Title 17B, Chapter 1, the Board employs or delegates the power to employ board staff, administrative officers, employees, and professional consultants to carry out the fire protection, emergency, and related services and duties assigned to the District. Additional job description information for these positions may be set forth in the District's Rules and Regulations.

- 7.1 The Administration (individually referred to as administrative officers or chief officer) shall serve at the discretion of the Board.

7.2 Duties of the Chief Administrative Officer

- (a) The Chief Administrative Officer makes recommendations to the Board regarding rules and regulations, budgetary considerations for personnel matters, and other personnel matters required by the Board.

- (b) The performance of the Chief Administrative Officer shall be reviewed at least annually.
 - (c) The Deputy Chief Administrative Officer or designee may act in the role of Chief Administrative Officer when the Chief Officer is absent and have the same authority as the Chief Administrative Officer when acting in that capacity.
- 7.3 Board's Professional Consultants. As required by law and as requested by the Board, the Board shall employ an accounting firm and an insurance agency, and may employ other professional consultants as follows:
- (a) An accounting firm to perform specific accounting, auditing, and other financial services, and to provide an audited annual statement. The accounting firm is paid on a services rendered basis, and
 - (b) An insurance agency to assess the needs of the District in protecting its funds, assets, personnel, and arranging for bonding and insurance coverage of the same, and
 - (c) other professional consultants under annual renewable contracts, on a services rendered basis, or another method of payment, to provide other specified professional assistance to implement the duties and responsibilities assigned to the District and to protect the District's interests, but
 - (d) all services shall be pre-approved by the executive committee or the Board Clerk.

ARTICLE VIII

BOARD MEETINGS AND BOARD COMMITTEE MEETINGS

8.0 Board meetings, Agendas, and expulsion from Board Meetings shall be the responsibility of the Board.

- (a) Scheduling Board Meetings and Board Committee Meetings. The Board Chair shall schedule Board Meetings and the Board shall annually adopt a meeting schedule at its final meeting of the year for the upcoming year for conducting financial and other business of the District. A schedule of all Board Meetings for the year, noting time and place, shall be prepared by the District Clerk and published on the Utah Public Notice website in accordance with the Utah Open and Public Meeting Act (Section 8.2), with an agenda prepared in advance for each Board Meeting, as set forth herein. Board committee meetings shall be held as required by law or as needed.
- (b) Agenda. An agenda shall be prepared for each Board Meeting. Each agenda will include subjects as requested by any Trustee or the Chief Administrative Officer. Subjects and issues may be identified in the agenda using general references.
- (c) Amendments to the Agenda. The agenda of each Board Meeting may be amended to include additional subjects at the request of any Trustee. An amended notice must be

posted at the District's principal office and on the Utah Public Notice website, at least 24 hours prior to the scheduled time of the Board Meeting.

- (d) Expulsion from a Board Meeting. The right to attend and observe a Board Meeting does not include the right to participate in the Board Meeting. Any person who willfully disrupts a Board Meeting to the extent that the orderly conduct of the Board Meeting is seriously compromised may be removed from the Board Meeting. Should the person refuse to leave the Board Meeting when asked to do so by the Chair, law enforcement officials may be called to remove the person.

8.1 Location of Board and Board Committee Meetings.

- (a) Board Meetings may be held at the Cache County Council Chambers or at such other locations as the Board shall direct.
- (b) Board committee meetings may be held at the Cache County Council conference room or at such other location that the board committee chair shall direct.
- (c) Board committee meetings shall not be held if a quorum of Trustees is present (see Section 8.3) unless public notice of the meeting is made in accordance with 8.2 and the Utah Open and Public Meetings Act.

8.2 Notice and Publication of Board and Committee Meetings.

- (a) Agendas for Board Meetings and public hearings shall be posted to the Utah Public Notice website according to the Utah Open and Public Meetings Act.
- (b) If any Trustee will participate in the meeting through electronic means, the notice requirements of Utah Code Ann. 52-4-207(3), must be satisfied, including notice to all Trustees at least 24 hours before the meeting and including in all notices of the meeting a description of how the board members will be connected to the electronic meeting.

8.3 Attendance at, and Quorum for, Board and Committee Meetings.

A quorum or minimum number of Trustees present, either in person or attending electronically, to conduct a Board Meeting shall be a majority of the total number of Trustees currently elected and appointed proxy attendance. Voting is not allowed if there is not a quorum of board members. A quorum for a board committee meeting is a majority of board trustees assigned to the committee.

8.4 Rules of Order and Parliamentary Procedure.

- (a) Except as set forth herein, all Board Meetings shall use Robert's Rules of Order, unless the Board adopts other rules of order (and parliamentary procedure).
- (b) A Trustee must abstain from voting on any motion to approve minutes for a Board Meeting which they did not attend, unless needed to form a quorum, and with a motion to not be invalidated in the event of an inadvertent vote regarding minutes for a meeting not attended.
- (c) A roll call will be required for any non-unanimous vote, or when board members are

attending electronically.

8.5 Preparation and Approval of Minutes.

- (a) All Board Meetings shall be recorded by the District Clerk or designated substitute.
- (b) The District Clerk or designated substitute shall timely transcribe and prepare all board meeting minutes as per Utah Code 52-4-203. Pending minutes must be made available according to the Utah Open and Public Meetings Act.
- (c) After the approval of the corresponding minutes by the Board, the recording shall be dated and stored in a secure manner, in accordance with law.

8.6 Work Sessions and Closed Meetings.

- (a) All meetings shall be open to the public, however, discussions may be held in closed meetings in accordance with Utah Code § 52-4-204:
- (b) Work sessions or closed meetings may be held as the need arises according to law, as per the Utah Open and Public Meetings Act.
- (c) The purpose for the work sessions and/or closed meetings shall always be disclosed in the approving motion in the Board Meeting and must be reflected in the minutes of the open meeting.

**ARTICLE IX
RATIFICATION OF AND AMENDMENTS TO BYLAWS**

9.0 Ratification of Original Bylaws. Clerk

The original text of these Bylaws was proposed by a super-majority of the Board (defined as a two-thirds majority of the total number of Trustees currently elected and appointed) at a regularly scheduled Board Meeting and was then ratified by a super-majority of the Board at a regularly scheduled Board Meeting on the 18th day of December, 2024, thereby becoming effective on that date. Amendment(s) to or a restatement of these Bylaws may be proposed and then ratified in a like manner by a super-majority at a regularly scheduled Board Meeting, or rejected, as set forth in Sections 9.1 and 9.2 below.

9.1 Proposing Amendment(s) or a restatement. Amendment(s) to or a restatement of these Bylaws shall be proposed by a super-majority of the Board at a regularly scheduled Board Meeting, where:

- (a) The full text of the proposed amendment(s) or restatement has/have been given to each Trustee at least three days in advance of the regularly scheduled Board Meeting;
- (b) The proposed amendment(s) or restatement is/are clearly identified on the

regularly scheduled board meeting agenda; and

(c) The proposed amendment(s) or restatement is/are not in violation of or in conflict with any statutory or other provision of law.

9.2 Ratifying amendment(s) or a restatement. If amendment(s) to or a restatement of these Bylaws is/are proposed by a super-majority of the Board at a regularly scheduled Board Meeting, it/they must then be ratified by a super-majority of the Board at one of the next available regularly scheduled Board Meetings (within 75 days); otherwise, the amendment(s) or restatement is/are rejected.

ATTESTED TO BY THE CACHE COUNTY FIRE PROTECTION DISTRICT BOARD OF TRUSTEES:

David Zook, Board Chair
December 18, 2024

David Erickson, Board Member
December 18, 2024

Kathryn Beus, Board Member
December 18, 2024

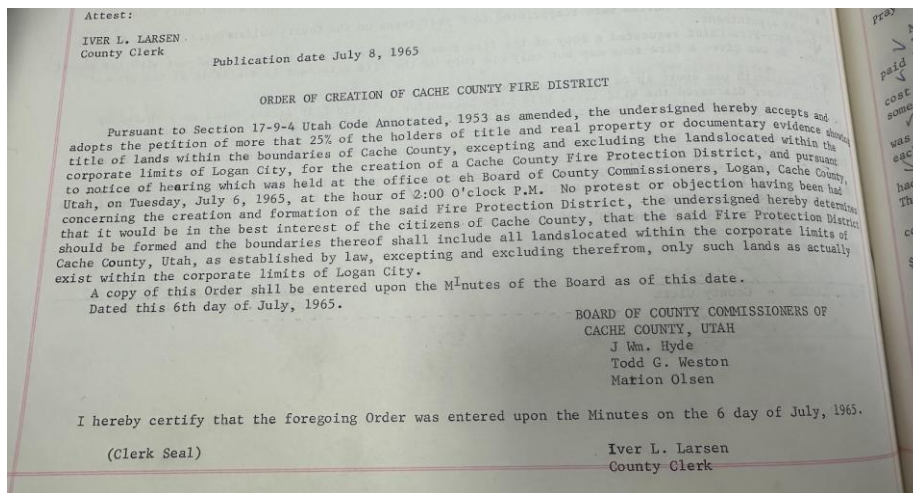
ADDENDUM 1

ORDER OF CREATION OF CACHE COUNTY FIRE DISTRICT

Pursuant to Section 17-9-4 Utah Code Annotated, 1953 as amended, the undersigned hereby accepts and adopts the petition of more than 25% of the holders of title and real property or documentary evidence showing title of lands within the boundaries of Cache County, excepting and excluding the lands located within the corporate limits of Logan City, for the creation of a Cache County Fire Protection District, and pursuant to notice of hearing which was held at the office of the Board of County Commissioners, Logan, Cache county, Utah, on Tuesday, July 6, 1965, at the hour of 2:00 O'clock P.M. No protest or objection having been had concerning the creation and formation of the said Fire Protection District, the undersigned hereby determines that it would be in the best interest of the citizens of Cache County, that the said Fire Protection District should be formed and the boundaries thereof shall include all lands located (sic) within the corporate limits of Cache County, Utah, as established by law, excepting and excluding therefrom, only such lands as actually exist within the corporate limits of Logan City.

A copy of this Order shall (sic) be entered upon the Minutes of the Board as of this date.

Dated this 6th day of July, 1965.



ORDINANCE CREATING A CACHE COUNTY FIRE PROTECTION DISTRICT OF ALL LANDS LOCATED WITHIN THE CORPORATE LIMITS OF CACHE COUNTY AND EXCEPTING AND EXCLUDING THEREFROM ALL LANDS LOCATED WITHIN THE CORPORATE LIMITS OF LOGAN CITY

B IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CACHE COUNTY, UTAH AS FOLLOWS:

Section 1: Pursuant to Section 17-9-5 Utah Code Annotated as amended, the undersigned hereby creates and established a Fire District in Cache County, to be know hereafter as Cache County Fire District. Such District shall consist of and include all lands located within the corporate limits of Cache County, Utah, except and excluding therefrom all lands located within the corporate limits of Logan City.

Section 2: That a map showing the various zones located within the said Cache County Fire District shall be on file at the office of the County Clerk at the County Court House at Logan, Utah for inspection by any citizen at any time, showing lands situated within the various zones with the said district. Such map may be modified from time to time by Order of the Board of County Commissioners.

Section 3: That the Cache County Fire District shall exercise and perform such functions as provided by law. . . . In the opinion of the Board of County Commissioners, an emergency exists and this Ordinance shall become effective 30 days from the date of first publication, provided no appeal is taken as set forth in Section 17-9-8, Utah Code Annotated 1953.

Dated this 6 day of July, 1965.

*BOARD OF COUNTY COMMISSIONERS OF
CACHE COUNTY, UTAH*

J Wm. Hyde

Todd G. Weston

Marion Olsen

CACHE COUNTY FIRE DISTRICT

BOARD OF TRUSTEES BYLAWS

These Bylaws of the Board of Trustees of the Cache County Fire District are a reaffirmation of the charter of a fire district organized under the laws of the State of Utah with purposes as stated herein.

ARTICLE 1

GENERAL PROVISIONS

- 1.0 Official Name and Purpose of the District. The official name of the service area created and established by Cache County pursuant to State law and Cache County Ordinance 65-03, a copy of which is attached and incorporated herein by reference, is “Cache County Fire Protection District” (District). For the benefit of the public, the District shall: (a) provide fire protection, emergency services, emergency medical services, and other related services; (b) interface with government, public, private, business, and other organizations, herein collectively referred to as “another organization” or “other organizations;” and (c) accomplish the purposes set forth in State law and in said Cache County ordinance.
- 1.1 Legal Effect of Bylaws; Choice of Law; Definition of “Law.” These Bylaws, as ratified as effective on the date indicated below, shall take precedence over any conflicting term, clause, or provision (herein collectively referred to as “provisions”) of any rules and regulations, of the District, but shall be superseded by any conflicting provisions of State or Federal law. The laws of the State of Utah shall therefore govern the validity of these Bylaws, the construction of their provisions, and the interpretation of the rights and duties of the Board of Trustees and others identified herein. The term “law” shall, unless otherwise indicated, mean Federal law, State law, local law, court orders, as applicable.
- 1.2 Section Headings; Unenforceability and Severability of Provisions. Section headings are not to be considered part of these Bylaws and are not intended to be a full and accurate description of the contents hereof. If any provision of these Bylaws is held to be invalid and or unenforceable, then the remainder of these Bylaws shall nevertheless remain valid and in full force and effect. Individual provisions are therefore severable.
- 1.3 Definition of “Board Meeting.” The term “board meeting” includes any meeting of the board as that term is defined under the Utah Open and Public Meetings Act (Utah Code § 52-4).

ARTICLE II

SELECTION, REMOVAL, AND COMPENSATION OF TRUSTEES

- 2.0 Membership of the Board; Selection of Trustees. The District's governing body shall be the Board of Trustees (Board). Members of the Board shall be referred to as "Trustees," and shall be (a) bonded, (b) resident registered voters within Cache County Fire District boundaries, and (c) otherwise qualified according to the law and these Bylaws. The Board shall consist of **five** members, selected by election as follows: (1) one Trustee elected from the North District of the Cache County Council; (2) one Trustee elected from the Northeast District of the Cache County Council; (3) one Trustee elected from the Southeast District of the Cache County Council; (4) one Trustee elected from the South District of the Cache County Council; and (5) one Trustee elected At Large from within the boundaries of the Cache County Fire Protection District. No Trustee shall simultaneously be a District employee.
- 2.1 Terms of Office. Trustees shall serve terms of four (4) years. Terms shall be staggered to ensure continuity of governance: (a) the North District, Southeast District and At Large Trustee shall be elected in the same election cycle; (b) the Northeast District and South District shall be elected together in the election cycle occurring two (2) years thereafter. Each Trustee shall serve until a successor is duly elected and qualified.
- 2.1.1 For the initial election following adoption of these bylaws, all five positions shall be elected. The Trustees representing the Northeast District and the South District shall each serve an initial term of two (2) years. Thereafter, all Trustees elected to these positions shall serve full four (4) year terms, consistent with the staggered election cycle described above.
- 2.2 Election Procedures. Elections shall be conducted in accordance with Utah election law and applicable Cache County procedures. Candidates for district-based Trustee positions must reside within the Council District from which they seek election. Candidates for the At-Large Trustee position must reside anywhere within the boundaries of the Cache County Fire District. Elections shall occur in even-numbered years, consistent with the staggered election cycle.
- 2.3 Vacancies. Vacancies on the Board shall be filled in accordance with Utah Code Title 17, Chapter 28, and any applicable county ordinances. An appointee shall serve until the next regular election, at which time a successor shall be elected to serve the remainder of the unexpired term, if any.
- 2.4 Board membership structure may be modified by a majority vote of all board members.
- 2.5 The Board Chair shall be elected by the Board of Trustees in January of each calendar year in accordance with Utah Code § 17B-1-309.
- 2.6 Compensation of Trustees. If the Board determines trustees shall be compensated, compensation shall follow Utah Code § 17B-1-307.
- 2.7 Trustees or Other Officials to be appointed as Representatives to Other Organizations. The Board may appoint any Trustee(s) or administrative officer(s) as its official representative(s) to the countywide dispatch organization, the Utah Association of Special Districts, or any other organization.

ARTICLE III

DISTRICT BOARD RESPONSIBILITIES

- 3.0 As a governing body, the Board shall ensure the following:
- 3.1 Effectiveness: The Board must ensure effective district operations by:
- (a) Developing and communicating a district mission statement;
 - (b) Appointing and electing those officers identified in Article IV of these Bylaws;
 - (c) Being familiar with emerging technology affecting district operations.
- 3.2 Efficiency: The Board must ensure efficient district operations by:
- (a) Regularly reviewing current contracts – Rebid contracts at least every 5 years;
 - (b) Reviewing budget-to-actual reports at least quarterly;
 - (c) Ensuring bank statements are being reviewed at least quarterly; and
 - (d) Encouraging innovation and cost-saving among employees.
- 3.3 Compliance: The Board must ensure compliant district operations.
- (a) The Board Chair shall ensure the applicable positions within the District obtain the following required training:
 - Board member training for all board members (within one year every time after taking office);
 - Open and Public Meetings Act Training for all board members according to Utah Code §52-4; and
 - GRAMA training for records officers according to Utah Code §63G-2.
- 3.4 Ethics and Nepotism: The Board must comply with Utah Code regarding Ethics and Nepotism. The Board must follow Utah Code § 67-16 et seq. and Utah Code § 52-3-1, regarding ethics and conflicts of interest.
- 3.5 Reporting: The Board must ensure reporting requirements are followed:
- (a) Adopting a budget before the end of the fiscal year as required by Utah State law;
 - (b) Ensuring the Board hires a CPA to perform an annual audit;
 - (c) Ensuring transparency uploads are made on time;
 - (d) Ensuring Deposit & Investment reports are submitted for June 30 and December 31 to the State Treasurer’s Office; and
 - (e) Ensuring Impact Fee reports are submitted with financial statements to the Office of the State Auditor, if applicable.

ARTICLE IV

BOARD MEMBER POSITIONS AND DUTIES

- 4.0 Positions Required by State Law. State law requires a governing board to elect a chair and other officers as the board considers appropriate. The same person may NOT hold the offices of District Clerk and District Treasurer, and the Board Chair may not also serve as the District Clerk or the District Treasurer. (Utah Code 17B-1-309 and 17B-1-631)

through 17B-1-638). The Board of Trustees shall appoint a Vice-Chair to serve in the absence of the Chair.

4.1 Duties of the Board Chair shall include:

- (a) Schedule, conduct, and preside over all Board Meetings;
- (b) Act as official spokesperson for the Board to the public and as official representative to other organizations, unless the Board designates another official spokesperson or representative, and arrange for on-going dialogue and interaction with other organizations for the purpose of cooperation, efficiency, information exchange, insight, analyzing future growth and development, and any other valid purpose;
- (c) Coordinate and follow through on projects and assignments of the Trustees; and
- (d) Sign contracts on behalf of the District after said contract has been reviewed and approved by a majority vote of the Board of Trustees; and
- (e) Any other powers necessary to comply with applicable law and board directives.

4.2 Duties of the Vice-Chair shall include:

- (a) Act as Board Chair in the absence of or at the direction of the Chair;
- (b) In the absence of or at the direction of the Chair, act as official spokesperson for the Board to the public and as official representative to other organizations, unless the Board designates another official spokesperson or representative, and arrange for on-going dialogue and interaction with other organizations, for purposes of cooperation, efficiency, information exchange, insight, analyzing future growth and development, and any other valid purpose;
- (c) Assist the Chair in coordinating and following through on projects and assignments of the Trustees; and
- (d) Any other powers necessary to comply with applicable law and board directives.

4.3 Duties of the Entire Board shall include:

- (a) Approve the budget. The Board may authorize a district manager or other official to act as the financial officer for the purpose of approving: (1) payroll checks, if the checks are prepared in accordance with a schedule approved by the board; and (2) routine expenditures, such as utility bills, payroll-related expenses, supplies, and materials;
- (b) Set a maximum sum over which all purchases may not be made without the Board's approval;
- (c) Serve on standing or ad-hoc committees as needed;
- (d) Assign and/or appoint the Board Staff (Article V);
- (e) At least quarterly, review expenditures authorized by the financial officer (Utah Code 17B-1-642); and
- (f) Ensure compliance measures are instituted and followed as outlined in Section IV, District Board Responsibilities

ARTICLE V

BOARD STAFF AND CONSULTANTS

- 5.0 The Board shall appoint a Treasurer and Clerk, both of whom may be members of the Board; however, the same person may not hold the offices of District Clerk and District Treasurer, and the Board Chair may not also serve as the District Clerk or the District Treasurer. The execution of the services required by the Clerk and Treasurer may be contracted through Cache County but the Clerk and the Treasurer cannot be contracted positions.
- 5.1 Duties of the Treasurer shall include:
- (a) Review and be responsible for District funds and assets, including the receipt, collection, custody, accountability, and payment of District funds and assets, along with recommendations regarding the same to the Board. This shall also include primary responsibility for reviewing and authorizing all payments from and the placement and status of District funds and assets, signing checks, compiling data for loan or bond arrangements, reviewing payroll records, and inspecting and reviewing the District funds and assets;
 - (b) All those responsibilities outlined for the District Treasurer under Utah Code 17B-1-633; and
 - (c) Any other powers necessary to comply with applicable law and board directives.
- 5.2 Duties of the Clerk shall include:
- (a) Attending all Board Meetings and timely transcribing, preparing, and delivering all board meeting minutes and agendas, and placement of public notices on the Utah Public Notice website;
 - (b) Maintaining or designating the financial records for each fund of the district and all related subsidiary records, including a list of the outstanding bonds, their purpose, amount, terms, date, and place payable;
 - (c) Preparing or designating the preparation of the necessary checks or making the necessary arrangements for direct deposit, wire transfer, or other electronic payment mechanism after having determined that the claim is compliant with State law under 17B-1-635;
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- 5.3 Duties of the Chief Administrative Officer shall include:
- (a) Act as the Chief Administrative Officer of the District and the highest member in the operational chain of command; and
 - (b) Make recommendations to the Board regarding rules and regulations, budgetary considerations, and other matters required by the Board.
- 5.4 The attorney for the District shall not be a Trustee, but may be an independent contractor retained on an hourly basis to assist the Board in fulfilling all of its responsibilities set forth in applicable law, board directives, including, but not limited to:
- (a) Attending Board Meetings as needed and providing legal counsel, advice, and representation for the best interest of the Board and District; and

- Drafting and reviewing legal documents and providing other legal assistance as needed, but
- (b) All services shall be pre-approved by the District Clerk.
- 5.5 Board's Professional Consultants. As required by law and as requested by the Board, the Board may contract with other professional consultants as needed.

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 - (a) Ad-Hoc committees serve to fulfill the temporary needs of the District. These may include a budget committee, an elections committee, and any other committee the Board sees fit.

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- 7.0 Board's Statutory Responsibility: As set forth in Utah Code Title 17B, Chapter 1, the Board employs or delegates the power to employ board staff, administrative officers, employees, and professional consultants to carry out the fire protection, emergency, and related services and duties assigned to the District. Additional job description information for these positions may be set forth in the District's Rules and Regulations.
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 - (b) An insurance agency to assess the needs of the District in protecting its funds, assets, personnel, and arranging for bonding and insurance coverage of the same, and
 - (c) other professional consultants under annual renewable contracts, on a services rendered basis, or another method of payment, to provide other specified professional assistance to implement the duties and responsibilities assigned to the District and to protect the District's interests, but
 - (d) all services shall be pre-approved by the executive committee or the Board Clerk.

ARTICLE VIII

BOARD MEETINGS AND BOARD COMMITTEE MEETINGS

8.0 Board meetings, Agendas, and expulsion from Board Meetings shall be the responsibility of the Board.

- (a) Scheduling Board Meetings and Board Committee Meetings. The Board Chair shall schedule Board Meetings and the Board shall annually adopt a meeting schedule at its final meeting of the year for the upcoming year for conducting financial and other business of the District. A schedule of all Board Meetings for the year, noting time and place, shall be prepared by the District Clerk and published on the Utah Public Notice website in accordance with the Utah Open and Public Meeting Act (Section 8.2), with an agenda prepared in advance for each Board Meeting, as set forth herein. Board committee meetings shall be held as required by law or as needed.
- (b) Agenda. An agenda shall be prepared for each Board Meeting. Each agenda will include subjects as requested by any Trustee or the Chief Administrative Officer. Subjects and issues may be identified in the agenda using general references.
- (c) Amendments to the Agenda. The agenda of each Board Meeting may be amended to include additional subjects at the request of any Trustee. An amended notice must be

posted at the District's principal office and on the Utah Public Notice website, at least 24 hours prior to the scheduled time of the Board Meeting.

- (d) Expulsion from a Board Meeting. The right to attend and observe a Board Meeting does not include the right to participate in the Board Meeting. Any person who willfully disrupts a Board Meeting to the extent that the orderly conduct of the Board Meeting is seriously compromised may be removed from the Board Meeting. Should the person refuse to leave the Board Meeting when asked to do so by the Chair, law enforcement officials may be called to remove the person.

8.1 Location of Board and Board Committee Meetings.

- (a) Board Meetings may be held at the Cache County Council Chambers or at such other locations as the Board shall direct.
- (b) Board committee meetings may be held at the Cache County Council conference room or at such other location that the board committee chair shall direct.
- (c) Board committee meetings shall not be held if a quorum of Trustees is present (see Section 8.3) unless public notice of the meeting is made in accordance with 8.2 and the Utah Open and Public Meetings Act.

8.2 Notice and Publication of Board and Committee Meetings.

- (a) Agendas for Board Meetings and public hearings shall be posted to the Utah Public Notice website according to the Utah Open and Public Meetings Act.
- (b) If any Trustee will participate in the meeting through electronic means, the notice requirements of Utah Code Ann. 52-4-207(3), must be satisfied, including notice to all Trustees at least 24 hours before the meeting and including in all notices of the meeting a description of how the board members will be connected to the electronic meeting.

8.3 Attendance at, and Quorum for, Board and Committee Meetings.

A quorum or minimum number of Trustees present, either in person or attending electronically, to conduct a Board Meeting shall be a majority of the total number of Trustees currently elected and appointed proxy attendance. Voting is not allowed if there is not a quorum of board members. A quorum for a board committee meeting is a majority of board trustees assigned to the committee.

8.4 Rules of Order and Parliamentary Procedure.

- (a) Except as set forth herein, all Board Meetings shall use Robert's Rules of Order, unless the Board adopts other rules of order (and parliamentary procedure).
- (b) A Trustee must abstain from voting on any motion to approve minutes for a Board Meeting which they did not attend, unless needed to form a quorum, and with a motion to not be invalidated in the event of an inadvertent vote regarding minutes for a meeting not attended.
- (c) A roll call will be required for any non-unanimous vote, or when board members are

attending electronically.

8.5 Preparation and Approval of Minutes.

- (a) All Board Meetings shall be recorded by the District Clerk or designated substitute.
- (b) The District Clerk or designated substitute shall timely transcribe and prepare all board meeting minutes as per Utah Code 52-4-203. Pending minutes must be made available according to the Utah Open and Public Meetings Act.
- (c) After the approval of the corresponding minutes by the Board, the recording shall be dated and stored in a secure manner, in accordance with law.

8.6 Work Sessions and Closed Meetings.

- (a) All meetings shall be open to the public, however, discussions may be held in closed meetings in accordance with Utah Code § 52-4-204:
- (b) Work sessions or closed meetings may be held as the need arises according to law, as per the Utah Open and Public Meetings Act.
- (c) The purpose for the work sessions and/or closed meetings shall always be disclosed in the approving motion in the Board Meeting and must be reflected in the minutes of the open meeting.

ARTICLE IX RATIFICATION OF AND AMENDMENTS TO BYLAWS

9.0 Ratification of Original Bylaws. Clerk

The original text of these Bylaws was proposed by a super-majority of the Board (defined as a two-thirds majority of the total number of Trustees currently elected and appointed) at a regularly scheduled Board Meeting and was then ratified by a super-majority of the Board at a regularly scheduled Board Meeting on the 18th day of December, 2024, thereby becoming effective on that date. Amendment(s) to or a restatement of these Bylaws may be proposed and then ratified in a like manner by a super-majority at a regularly scheduled Board Meeting, or rejected, as set forth in Sections 9.1 and 9.2 below.

9.1 Proposing Amendment(s) or a restatement. Amendment(s) to or a restatement of these Bylaws shall be proposed by a super-majority of the Board at a regularly scheduled Board Meeting, where:

- (a) The full text of the proposed amendment(s) or restatement has/have been given to each Trustee at least three days in advance of the regularly scheduled Board Meeting;
- (b) The proposed amendment(s) or restatement is/are clearly identified on the

regularly scheduled board meeting agenda; and

(c) The proposed amendment(s) or restatement is/are not in violation of or in conflict with any statutory or other provision of law.

9.2 Ratifying amendment(s) or a restatement. If amendment(s) to or a restatement of these Bylaws is/are proposed by a super-majority of the Board at a regularly scheduled Board Meeting, it/they must then be ratified by a super-majority of the Board at one of the next available regularly scheduled Board Meetings (within 75 days); otherwise, the amendment(s) or restatement is/are rejected.

ATTESTED TO BY THE CACHE COUNTY FIRE PROTECTION DISTRICT BOARD OF TRUSTEES:

David Zook, Board Chair
December 18, 2024

David Erickson, Board Member
December 18, 2024

Kathryn Beus, Board Member
December 18, 2024

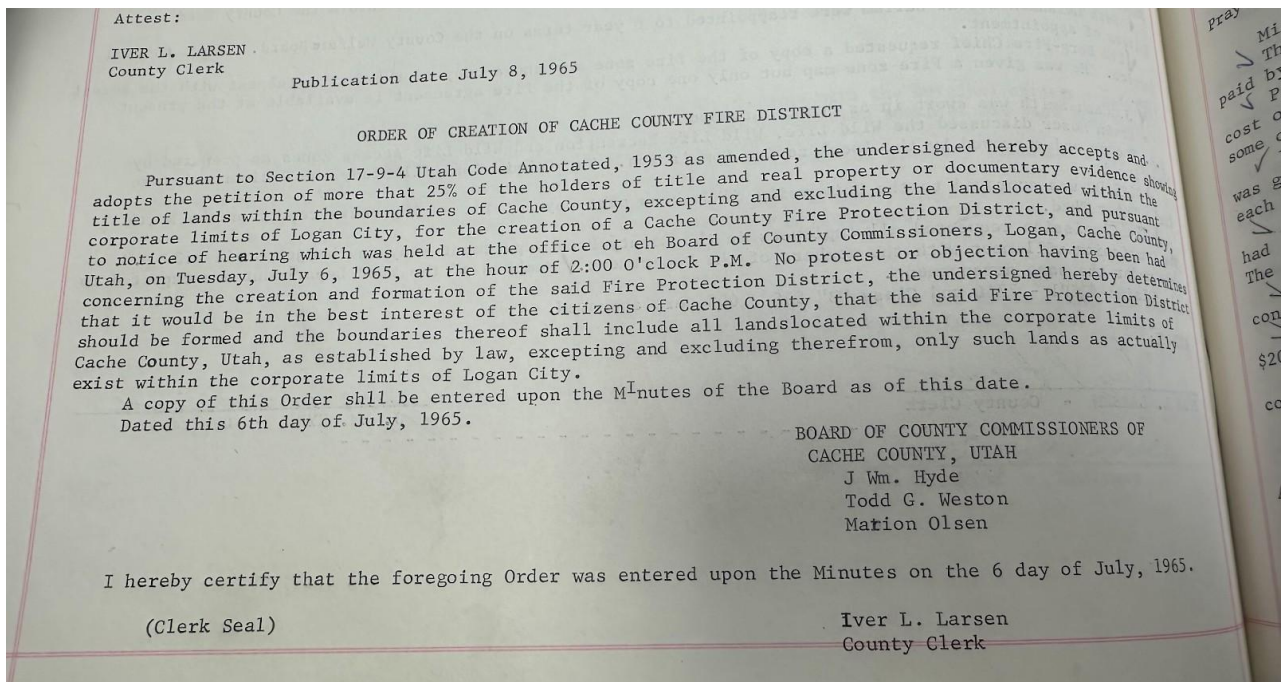
ADDENDUM 1

ORDER OF CREATION OF CACHE COUNTY FIRE DISTRICT

Pursuant to Section 17-9-4 Utah Code Annotated, 1953 as amended, the undersigned hereby accepts and adopts the petition of more that 25% of the holders of title and real property or documentary evidence showing title of lands within the boundaries of Cache County, excepting and excluding the lands located within the corporate limits of Logan City, for the creation of a Cache County Fire Protection District, and pursuant to notice of hearing which was held at the office of the Board of County Commissioners, Logan, Cache county, Utah, on Tuesday, July 6, 1965, at the hour of 2:00 O'clock P.M. No protest or objection having been had concerning the creation and formation of the said Fire Protection District, the undersigned hereby determines that it would be in the best interest of the citizens of Cache County, that the said Fire Protection District should be formed and the boundaries thereof shall include all lands located (sic) within the corporate limits of Cache County, Utah, as established by law, excepting and excluding therefrom, only such lands as actually exist within the corporate limits of Logan City.

A copy of this Order shall (sic) be entered upon the Minutes of the Board as of this date.

Dated this 6th day of July, 1965.



ORDINANCE CREATING A CACHE COUNTY FIRE PROTECTION DISTRICT OF ALL LANDS LOCATED WITHIN THE CORPORATE LIMITS OF CACHE COUNTY AND EXCEPTING AND EXCLUDING THEREFROM ALL LANDS LOCATED WITHIN THE CORPORATE LIMITS OF LOGAN CITY

B IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CACHE COUNTY, UTAH AS FOLLOWS:

Section 1: Pursuant to Section 17-9-5 Utah Code Annotated as amended, the undersigned hereby creates and established a Fire District in Cache County, to be know hereafter as Cache County Fire District. Such District shall consist of and include all lands located within the corporate limits of Cache County, Utah, except and excluding therefrom all lands located within the corporate limits of Logan City.

Section 2: That a map showing the various zones located within the said Cache County Fire District shall be on file at the office of the County Clerk at the County Court House at Logan, Utah for inspection by any citizen at any time, showing lands situated within the various zones with the said district. Such map may be modified from time to time by Order of the Board of County Commissioners.

Section 3: That the Cache County Fire District shall exercise and perform such functions as provided by law. . . . In the opinion of the Board of County Commissioners, an emergency exists and this Ordinance shall become effective 30 days from the date of first publication, provided no appeal is taken as set forth in Section 17-9-8, Utah Code Annotated 1953.

Dated this 6 day of July, 1965.

*BOARD OF COUNTY COMMISSIONERS OF
CACHE COUNTY, UTAH*

J Wm. Hyde

Todd G. Weston

Marion Olsen