

RESOLUTION 2025-04
A RESOLUTION OF THE TOWN OF GENOLA
APPROVING AGREEMENT 2025-01
INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY
FOR FIRE SAFETY AND RESPONSE EQUIPMENT ENHANCEMENTS

WHEREAS, the Utah Local Cooperation Act, set out in Utah Code Ann. § 11-13-101 et seq. (the "Act") provides that local governmental entities are authorized to enter into agreement with each other, upon resolution of the governing body of each of the parties, to do what each entity is authorized by law to perform;

WHEREAS, the Town of Genola and Utah County are governmental entities as contemplated in the Act;

WHEREAS, Utah County has agreed to give the Town of Genola a grant for fire safety and response equipment enhancements, including the purchase of a new fire truck;

WHEREAS, an Agreement (Genola Agreement No. 2025-01) has been prepared for approval and execution by the Town of Genola related to the grant;

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF GENOLA, UTAH:

1. Approval of Agreement. The Town Council hereby approves the attached Agreement "AMENDED INTERLOCAL COOPERATION AGREEMENT FOR FIRE SAFETY AND RESPONSE EQUIPMENT ENHANCEMENTS" by and between Utah County and the Town of Genola, and the Mayor and Town Recorder are authorized and directed to execute the attached Agreement on behalf of the Town of Genola;
2. The Agreement shall be identified in the Town of Genola as Interlocal Cooperation Agreement 2025-01;
3. Pursuant to Utah Code Annotated §11-13-209, a duly executed counterpart of said Interlocal Agreement shall be filed with the Town Recorder;
4. The Interlocal Cooperation Agreement shall become effective upon execution by all of the parties thereto;
5. Repeal of Conflicting Resolutions. To the extent that any resolution previously adopted by the Town of Genola conflicts with the provisions of this Resolution, it is hereby amended, invalidated or, replaced by the provisions hereof; and

6. Effective date. This resolution shall take effect immediately, as authorized by §10-3-719 of Utah Code Annotated.

PASSED AND ADOPTED by the Town Council of the Town of Genola, State of Utah on the 19th day of March, 2025, by the following Vote:

	Yes	No	Abstain	Absent
Neil Brown	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Hale Robison	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Grant Lundberg	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Curtis Thomas	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Eric Hazelet	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

TOWN OF GENOLA:

ATTEST:

Neil Brown
By: Neil Brown
Its: Mayor

Lucinda Thomas
By: Lucinda Thomas
Its: Town Clerk/Recorder



**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY AND
GENOLA FOR FIRE SAFETY AND RESPONSE EQUIPMENT ENHANCEMENTS**

THIS AGREEMENT, made and entered as of the date of execution by the last party to execute as shown on the signature pages below, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, (hereinafter "COUNTY"), and GENOLA, a political subdivision of the State of Utah (hereinafter "TOWN").

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code, permits local governmental units including cities, counties, towns, and political subdivisions of the State of Utah to make the most efficient use of their powers by enabling them to cooperate with other public entities on the basis of mutual advantage and to exercise joint cooperative action for the benefit of their respective citizens; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Interlocal Cooperation Act; and

WHEREAS, the parties desire to enhance the fire safety and response equipment of TOWN; and

WHEREAS, it is to the mutual benefit of the parties and their respective residents to enter into an agreement providing for the parties' joint and cooperative action in the fire equipment enhancements.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. PURPOSES.

This Agreement has been established and entered into between the parties for the purpose of enhancing the fire safety and response equipment of TOWN.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code Annotated, 1953 as amended, COUNTY shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as the COUNTY shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. Aside from the fire equipment identified herein, the parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint

undertaking.

Section 3. EFFECTIVE DATE; DURATION.

This Agreement shall become effective and shall enter into force within the meaning of the Interlocal Cooperation Act, upon the submission of this Agreement to, and the approval and execution hereof by the governing bodies of both parties. The term of this Agreement shall be from the date of execution hereof and remain in effect until the parties have met their respective obligations in Section 4 of this Agreement.

Section 4. PARTIES' RESPONSIBILITIES

1. COUNTY will provide \$50,000 for the fire safety and response equipment enhancements specified on the attached application. COUNTY will have no responsibilities in addition to providing the funding stated herein regardless of any overage, pricing changes, modifications, etc.
2. TOWN is responsible for obtaining the fire safety and response equipment enhancements specified on the attached application.

Section 5. MANNER OF FINANCING

This Agreement and the actions completed herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement.

Section 6. METHOD OF TERMINATION

This Interlocal Cooperation Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of Section 3 of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty (60) days after providing written notice of termination to the other party.

Section 7. INDEMNIFICATION

Each party agrees to indemnify, hold harmless, and release the other party, and all of its officers, agents, volunteers, and employees, from and against any and all loss, damages, injury, liability, suits and proceedings, including but not limited to attorney's fees, defense costs, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments, for its acts or omissions, and those of its officers, agents, personnel, employees, staff arising out of, or related to, directly or indirectly, this Agreement. Each Party agrees to maintain reasonable insurance coverage for such liabilities. The parties to this Agreement are political subdivisions of the State of Utah, and hereby agree that the obligation to indemnify is limited to the dollar amounts set forth

in the Governmental Immunity Act, Utah Code § 63G-7-604.

Section 8. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the COUNTY and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

Section 9. ADOPTION REQUIREMENTS

This Interlocal Cooperation Agreement shall be (a) approved by Resolution of the Executive body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an Authorized Attorney of each of the parties as to proper form and compliance with applicable law, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 10. LAWFUL AGREEMENT

The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operation.

Section 11. AMENDMENTS

This Interlocal Cooperation Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by the Executive of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and reviewed by an Authorized Attorney of each of the parties as to proper form and compliance with applicable law, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 12. SEVERABILITY

If any term or provision of this Interlocal Cooperation Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Interlocal Cooperation Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Inter local Cooperation Agreement unenforceable.

Section 13. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is

to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 14. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 15. NOTICES

All notices, demands, and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first written above, or at such other addresses as may be designated by notice given hereunder, or be email.

Section 16. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 17. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

Section 18. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties to it.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized and passed on the 29th day of January 2025.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

DocuSigned by:

Brandon B. Gordon

BRANDON B. GORDON, Chair

Signed by:



ATTEST:
AARON DAVIDSON
Utah County Clerk

Signed by:

By: *Jolynn Clegg*
Deputy Utah County Clerk

REVIEWED AS TO FORM AND COMPATIBILITY
WITH APPLICABLE LAW:
JEFFREY S. GRAY
Utah County Attorney

DocuSigned by:

By: *Paul Jones*
Deputy Utah County Attorney

GENOLA

Authorized and passed on the 19 day of March 2025.

By: W Neil Brown 3/19/25
W Neil Brown, Mayor Date

ATTEST:
(Recorder Name) Lucinda Thomas

By: Lucinda Thomas 3/19/2025
Town Recorder Date

By: [Signature] 3/19/2025
City Attorney Date



Town of Genola

455 North Main
Genola Utah, 84655

Utah County – Town Fire Equipment Enhancement Grant

1. Applicant information

- Town Name: Genola
- Primary Contact name: William McMullin
- Title/Position: Fire Chief
- Phone number: 801-420-5170
- Email address: genolafire@gmail.com

2. Project Description

- Project Title: Engine 172
- Brief Description of Project:

We are applying for this grant for funds to help us replace our 28-year-old fire engine with a new Rosenbauer fire engine. The current vehicle, critical to our emergency response, no longer meets modern safety, reliability or performance standards. The new engine will enhance our department's firefighting capabilities, improve responder safety, and ensure faster, more effective responses to emergencies. Equipped with state-of-the-art technology, the Rosenbauer fire engine will provide superior firefighting performance and meet current NFPA standards, helping us better serve and protect our town.

3. Equipment to be Purchased

- Type of equipment: Structure fire engine
- Manufacture: Rosenbauer
- Estimated Cost: \$650,300
- Propose/Use: Structure protection, accidents, extractions, confined space, hazmat, rescues.

4. Budget

- Total Project Need: \$450,000
- Funding Requested from County \$50,000
- Breakdown of Funding Sources:

Over the past 8 years, Genola Town has been saving monies received from wildland fires that Genola Fire department members have responded to on BLM, USFS, and State lands. These funds have been put into a PTIF fund to supplement taxpayer money. Other source of funding will be from property taxes.

5. Project Narrative

As we approach 2026, our town faces a pressing concern, the aging of our current fire engine, which will be 30 years old. According to the National Fire Protection Association (NFPA) 1911 Annex D.1 standard, fire apparatus over 25 years old are considered to be beyond their useful life and should be replaced. Our current fire engine, which has served our department and town admirably, is now nearing the threshold of obsolescence. Its age alone presents substantial safety, operational, and maintenance challenges that jeopardize its effectiveness in responding to emergencies.

The NFPA 1911 guidelines emphasize that fire engines over 25 years old often experience a significant decline in reliability and performance. As the vehicle ages, the mechanical systems including the engine, transmission and braking systems, can deteriorate, leading to increase downtime for repairs and a higher likelihood of failure during critical moments. This is a risk that is unacceptable in an environment where seconds count, and where the safety of both first responders and the public is paramount.

Our current fire engine has already experienced a steady increase in maintenance costs, requiring frequent repairs and part replacements to keep it operational. Many of the vehicle's systems are becoming obsolete, with replacement parts becoming harder to find and more expensive to acquire. The growing maintenance burden reduces the availability of the engine, making it harder to ensure it's ready when called into service.

Additionally, the fire engine's firefighting capabilities are increasingly outmatched by modern technology. Advances in water flow systems, and safety features in newer fire engines enable faster, more effective responses to fires. Newer engine also adhere to stricter environmental standards, which our current fire engine does not meet.

6. Statement of Support

- Attached is a statement of support from the town's mayor.

7. Timeline

- Expected Purchase or Project Start Date: February 2025
- Expected Completion Date: March 2026