

RESOLUTION 2025-09
A RESOLUTION OF THE TOWN OF GENOLA
APPROVING AGREEMENT 2025-07
INTERLOCAL COOPERATION AGREEMENT WITH UTAH COUNTY
FOR AN EFFORT TO AID THE HOMELESS

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, the Town Council of Genola desires to make a financial contribution in support of the Utah County Winter Response Task Force solely for the benefit of the homeless in Utah County;

WHEREAS, an Agreement (Genola Agreement No. 2025-07) 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 “INTERLOCAL COOPERATION AGREEMENT FOR AN EFFORT TO AID THE HOMELESS” 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 2025-07;
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 21st day of May, 2025 by the following Vote:

	Yes	No	Abstain	Absent
Neil Brown	☒	☐	☐	☐
Grant Lundberg	☒	☐	☐	☐
Curtis Thomas	☒	☐	☐	☐
Eric Hazelet	☒	☐	☐	☐
(Vacant)	☐	☐	☐	☐

TOWN OF GENOLA:



By: Neil Brown
Its: Mayor

ATTEST:



By: Lucinda Thomas
Its: Town Clerk/Recorder



INTERLOCAL COOPERATION AGREEMENT

Between UTAH COUNTY AND

Genola (CITY)

For an effort to aid the homeless

THIS AGREEMENT, made and entered into this 21 day of May 2025, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, (hereinafter "County") and Town of Genola, a political subdivision of the State of Utah, (hereinafter "City").

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Title 11, Chapter 13, permits local governmental units including cities, counties 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, City and County are local governmental units under the Interlocal Cooperation Act; and

WHEREAS, City and County recognize that homelessness is a problem in our communities and that each can play a role in alleviating suffering and other effects of homelessness; and

WHEREAS, City and County desire to support the Utah County Winter Response Task Force and its 2024-2025 Winter Response Plan and future Plans which plans include an ecosystem of services to serve Utah County's unsheltered population during the cold season; and which plan has been and will continue to be approved by the Utah Office of Homeless Services; and

WHEREAS, City agrees to contribute funds in support of the Utah County Winter Response Task Force and its Winter Response Plans, which contributions contribute to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of City and County residents.

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

Section 1. PURPOSES.

This Agreement has been established and entered into between the County and the City for the purpose of providing aid and relief to the homeless and in support of the Utah County Winter Response Task Force and its Winter Response Plans.

Section 2. ADMINISTRATION OF AGREEMENT.

The parties hereto agree that, pursuant to Utah Code Section 11-13-207, the Utah County Administrator, 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 Utah County Auditor shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real 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 the County and the City. The term of this Agreement shall be from the date of execution hereof and extend for a term no to exceed 50 years.

Either party to this Interlocal Cooperation Agreement may cancel the Agreement at any time by submitting a written notice of cancellation to the other party. Upon cancellation, County agrees to no longer send invoices to City for the contribution described herein; refunds will not be allowable.

Section 4. NO SEPARATE LEGAL ENTITY.

The County and the City do not contemplate nor intend to establish a separate legal or administrative entity under the terms of this Agreement.

Section 5. TERMS.

A. City Contribution: City agrees to make a financial contribution in support of the Utah County Winter Response Task Force and its Winter Response Plans which contributes to the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of City and County residents in the amount of \$ 200.00. Such amount is made in consideration of City's population in relation to the total Utah County population.

B. Management of Funds: County will hold and expend the funds contributed by City under this Interlocal Agreement solely for the benefit of the homeless and as directed by the Utah County Winter Response Task Force.

Section 6. FILING OF INTERLOCAL COOPERATION AGREEMENT.

Executed copies of this Agreement shall be placed on file with the official keeper of records of the County and the City, and shall remain on file for public inspection during the term of this Agreement.

Section 7. AMENDMENTS.

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be: (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, and (c) filed in the official records of each party.

Section 8. 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, 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 Agreement unenforceable.

Section 9. 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 10. INDEMNIFICATION.

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the negligent errors or omissions of its own officials or employees in connection with this Agreement. It is expressly agreed that neither party waives any immunity, protection, or benefit of the Utah Governmental Immunity Act.

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 by Resolution No. 2025-_____, authorized and passed on the _____ day of _____ 2025.

BOARD OF COUNTY COMMISSIONERS UTAH
COUNTY, UTAH

BRANDON B. GORDON, Chair

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Utah County Clerk

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

By: _____
Deputy Utah County Attorney

Genola CITY

Authorized by Resolution No. 2025-09, authorized and passed on the 21 day of May 2025.

CITY

W. Neil Brown
Its Mayor (title)

ATTEST:

By: Gwendolyn Thomas
City Recorder

REVIEWED AS TO FORM AND COMPATIBILITY
WITH APPLICABLE LAW:

By: R. Mil
City Attorney

