

**#R2025-13** A Resolution Of Fairfield Town, Utah, Approving The Interlocal Cooperation Agreement With Utah County For The 2025 Recreation Grant Agreement Between Utah County And Fairfield Town

Dated August 20, 2025

WHEREAS, the Fairfield Town (the "Town") and Utah County (the "County") are local government units under the laws of the State of Utah; and

**WHEREAS,** the Town and the County are authorized by the Utah Interlocal Cooperation Act, Utah Code § 11-13-101, *et seq.*, to enter into agreements with each other, upon resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, this interlocal agreement (the "Agreement") pertains to the Town receiving the Utah County 2025 Municipal Recreation Grant money from the County; and

WHEREAS, the Fairfield Town Council (the "Town Council") finds that the Agreement will enhance the health, safety, and welfare of the residents.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of Fairfield Town, Utah:

**SECTION 1.** Authorization to Sign. The Town Council hereby approves the Agreement, attached as **Exhibit A**, and authorizes the Mayor to sign the same.

**SECTION 2. Effective Date.** This Resolution shall become effective immediately upon passage.

Passed and Adopted this 20th day of August 2025.

FAIRFIELD TOWN

Hollie McKinney, Mayor

RL Panek yes no abstain absent Michael Weber yes no abstain absent absen

Richard Cameron yes\_ Real no\_\_\_\_ abstain \_\_\_\_ absent \_\_\_

ATTEST:

Stephanie Shelley, Recorder

(OFFICIAL SEAL)

Recorder

### **FAIRFIELD TOWN**

STATE OF UTAH	)
	) ss
COUNTY OF UTAH	)

I, Stephanie Shelley, Town Recorder of Fairfield Town, Utah, do hereby certify and declare that the above and foregoing is a true, full, and correct copy of an ordinance passed by the Town Council of Fairfield Town, Utah, on the 20th day of August 2025.

#R2025-13. A Resolution Of Fairfield Town, Utah, Approving The Interlocal Cooperation Agreement With Utah County For The 2025 Recreation Grant Agreement Between Utah County And Fairfield Town

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of Fairfield Town, Utah, this 20th day of August 2025.

Stephanie Shelley

Fairfield Town Recorder/Clerk



# 2025 RECREATION GRANT AGREEMENT BETWEEN UTAH COUNTY AND FAIRFIELD TOWN

This Agreement is made and entered into by and between Utah County, a political subdivision of the State of Utah, with its office located at 100 East Center Street, Provo, Utah, 84606, hereinafter referred to as COUNTY and the FAIRFIELD TOWN, with its office located PO Box 271, Cedar Valley, Utah 84013, hereinafter referred to as TOWN.

#### RECITALS

WHEREAS, the Board of County Commissioners, Utah County, Utah has adopted policy guidelines and procedures for approving applications for Utah County Municipal Recreation Fund Grants which comply with the provisions of Title 59, Chapter 12, Part 6, Utah Code Annotated, 1953 as amended; and

WHEREAS, COUNTY has reviewed the Utah County 2025 Municipal Recreation Grant Application submitted by TOWN and has determined that TOWN should be awarded a Utah County Municipal Recreation Grant.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between COUNTY and TOWN as follows:

- COUNTY hereby agrees to make a 2025 Municipal Recreation Grant to TOWN in an amount not to exceed \$2,051.00 through funds derived from the Tourism, Recreation, Cultural and Convention Facilities Tax of the County of Utah for the purpose of the Gold Dust Park.
- TOWN hereby agrees that the grant received from COUNTY shall be used exclusively in funding the above-mentioned project.
- 3. The parties agree that all funds granted herein by COUNTY to TOWN shall be given only for

documented reimbursable costs incurred by TOWN for the purpose stated above, and that payments by COUNTY to TOWN will be made only upon presentation by TOWN to COUNTY of appropriate receipts or other permitted documentation of reimbursable costs made by TOWN. The reimbursement period will take place from January 1, 2026, through June 30, 2026, and will be made upon TOWN presenting all appropriate receipts or other permitted documentation to COUNTY.

- 4. TOWN also agrees that all publicity generated by TOWN for the approved project shall display the language, "Sponsored in part by the Utah County Community Activities Fund."
- 5. The parties agree that COUNTY by virtue of this Agreement is making a grant only to TOWN and is not responsible for any actions of TOWN, or any other entity, in the construction of the project and the completion of the project stated above.
- It is agreed by the parties that COUNTY may audit the records of TOWN concerning the above-mentioned approved project at any time.
- 7. It is agreed by the parties that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
- 8. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
- 9. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

## **UTAH COUNTY**

DATED this 3rd day of September 2025.

BOARD OF COUNTY COMMISSIONERS UTAH COUNTY, UTAH

Brandon B. Gordon

DocuSigned by:

BRANDON BEGGEREDON, Chair

Signed by:
ATTEST: AARON R. DAVIDSON Utah County Clerk By:  John Class Deputy
APPROVED AS TO FORM:  JEFFREY S. GRAY  Utah County Attorney  Timothy Taylor  By:
Deputy Deputy

DATED this 20th day of August

FAIRFIELD TOWN

Mayor

 $\bigcirc$ 

ATTEST:

FAIRFIELD TOWN

## **UTAH COUNTY**

DATI	ED this day of	2025.
		BOARD OF COUNTY COMMISSIONERS UTAH COUNTY, UTAH
	: R. DAVIDSON inty Clerk	BRANDON B. GORDON, Chair
APPROV JEFFREY	Deputy VED AS TO FORM: Y S. GRAY unty Attorney	
	eputy	
DATI	FA) ED this 20 day of Augus	IRFIELD TOWN 2025.
		FAIRFIELD TOWN  By: Helle McKelly  Mayor
ATTEST	ephania holley	