MEMORANDUM OF UNDERSTANDING
RE: CONTRIBUTIONS TO KAYENTA ARTS FOUNDATION

This Memorandum of Understanding ("Agreement") is entered into effective the latest day at signatures below, by and between IVINS CITY, a municipality and political subdivision of the State of Utah, ("Ivins City" or the "City") and KAYENTA ARTS FOUNDATION, a Utah non-profit corporation ("KAF"), collectively referred to as "the Parties."

RECITALS

WHEREAS, in 2011 KAF became a Utah non-profit corporation and thereafter achieved 501(c)(3) status; and

WHEREAS, KAF has been active in the arts community by producing two annual events in Kayenta, the Street Painting Festival and Art in Kayenta, as well as several smaller productions within the Kayenta Arts Village; and

WHEREAS, in 2013 KAF established a dedicated Building Fund and began soliciting donations to construct a Center for the Arts in the Kayenta Arts Village; and

WHEREAS, KAF has already undertaken significant efforts over the past couple of years to raise funds for the Center for the Arts and to date has raised approximately $525,000; and

WHEREAS, additional funding is needed to complete and furnish the Center for the Arts, as well as for KAF to continue producing the other growing events mentioned above; and

WHEREAS, Ivins City recognizes that the art events put on by KAF are an important compliment to the type of arts events produced by Tuacahn and recognizes the need for an indoor Center for the Arts in Kayenta; and

WHEREAS, the Ivins City desires to increase its contributions to KAF over the next ten years using RAP tax funds the City receives from Washington County that the City has designated for art purposes;

NOW, THEREFORE, the Parties hereby agree as follows:

AGREEMENT

1. The foregoing recitals are incorporated herein and made part of this Agreement by this reference.

2. Prior to approving this Memorandum of Understanding (MOU), Ivins City received from KAF the information required of any applicant desiring to receive RAP tax funds by agreement as outlined in Resolution 2015-03 and the City Council approved that application but for a different amount than requested.

3. Ivins City agrees to distribute to KAF the sum of $3,000 beginning in January 2016 and thereafter for the next nine years an amount not less than $3,000 and not more than $10,000 to be determined by the City Council each November. This payment shall be made from the one-third portion of the RAP tax the City receives from Washington County which Ivins City has apportioned to the Arts, so long as the City receives RAP tax revenues from Washington County.

4. KAF expressly agrees that none of the funds received from the City will be used for salaries, but shall be strictly limited to either producing the special events in Kayenta or finishing the construction/furnishing of the Kayenta Center for the Arts.

5. KAF agrees to provide the City with annual accountings that establish such funds have been used solely for the purposes allowed in paragraph (4) above and in accordance with its own financial policies.

6. Nothing in this Agreement restricts or prohibits KAF from requesting additional RAP funding from the City pursuant to Resolution 2015-03.

7. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained and supersedes all prior or contemporaneous agreements, representations and/or understandings of the parties. This Agreement may only be amended by a writing signed by both parties. This Agreement may be terminated by Ivins City in the event KAF loses its 501(c)(3) status or ceases to be an active Utah non-profit corporation.

IVINS CITY:

By: _____
Chris Hart, Ivins City Mayor

Date: 11-05-2015

IVINS CITY Corporate Seal WASHINGTON COUNTY

Attest:

_____
Kari Jimenez, Ivins City Recorder

Date: 11-05-2015

KAYENTA ARTS FOUNDATION:

_____
Judith Kapuscinski, Chair

Date: 11-05-2015