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01/04/16

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between **Woodbury County, Iowa** (hereinafter "County"), a political subdivision of the State of Iowa, and **Siouxland Investment Partnership** (hereinafter "SHIP"), a 501(c)(3) nonprofit organization.

WHEREAS, SHIP has received grant funding to administer the Sioux City BOOST-Face Forward program which provides service learning, education, vocational training, and job placement for young adults in Siouxland, and

WHEREAS, the BOOST program has historically worked closely with juvenile court services which is located in the Trosper Hoyt Building, and

WHEREAS, Woodbury County has space office available in the Trosper-Hoyt building for use by the BOOST program, and

WHEREAS, the Woodbury County Board of Supervisors have determined that it is in the best interests of the citizens of Woodbury County that Woodbury County make office space available to SHIP for the BOOST program.

NOW, THEREFORE, the parties agree as follows:

Subject to the terms herein, Woodbury County will designate and provide office space to the SHIP for a term of three years, beginning September 1, 2015 and ending August 31, 2018 for the purposes of operating the BOOST program. The space shall be provided at no cost to SHIP as long as such space is used in conjunction with SHIP's provision of the BOOST program.

The space designated for SHIP's use will be located within the Trosper Hoyt Building located at 822 Douglas Street, Sioux City, Iowa. The amount of space made available to SHIP and the location of that space shall be at the sole and complete discretion of the County.

SHIP shall carry liability insurance for the premises used by BOOST and shall name County as an additional insured in that policy. SHIP shall provide proof of worker's compensation coverage for SHIP employees working in the BOOST program. SHIP shall also provide a certificate of insurance confirming the liability coverage and designation of County as an additional insured.

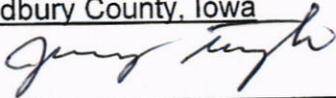
SHIP agrees to indemnify and hold County and its employees harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities, and payments, arising in whole or part out of SHIP's negligent acts or omissions or use and occupancy of the premises.

Either party may cancel this agreement upon 30 days written notice to the other party. SHIP agrees to reimburse to County the cost of any repairs or maintenance made necessary due to SHIP's use of the office space, with the exclusion of ordinary wear and tear. Upon vacating the designated space, SHIP agrees to leave the space in a good and clean condition.

The parties acknowledge that this agreement does not create a separate legal entity or affiliation between SHIP and County.

This agreement may be amended, modified, renewed or extended only by written mutual agreement of the parties.

Woodbury County, Iowa

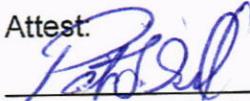


JEREMY TAYLOR, CHAIRMAN

1/4/2016

Date

Attest:



Pat Gill, County Auditor

Siouxland Human Investment Partnership



Matt Ohman, Executive Director

12/21/2015

Date

