

Memorandum of Understanding  
Between

Northwest Michigan Council of Governments  
P.O. Box 506  
Traverse City, Michigan 49685-0506

And

Wexford Habitat for Humanity  
P.O. Box 828  
Cadillac, MI 49601

**Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish the partnership between the Northwest Michigan Council of Governments (NWMCOG) and the Wexford Habitat for Humanity for the delivery of the YouthBuild Northwest program. Commitment to YouthBuild Northwest is described in the letter of intent submitted as part of the grant application signed by Edward VanAlst, Wexford Habitat for Humanity President on November 22, 2010.

**Effective Dates**

This MOU is effective July 1, 2011 through June 30, 2014.

**Role of Partner**

Habitat for Humanity will contribute to YouthBuild Northwest and the partnership formalized by this MOU by providing access to a home build work site in Cadillac, MI.

**Indemnification**

The work performed by HABILITAT FOR HUMANITY shall be at the risk of HABILITAT FOR HUMANITY exclusively. To the fullest extent permitted by law, HABILITAT FOR HUMANITY shall indemnify, defend (at HABILITAT FOR HUMANITY's sole expense) and hold harmless the NWMCOG (including its officers, employees and agents) from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by HABILITAT FOR HUMANITY or its agents. These indemnity

and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of HABITAT FOR HUMANITY, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the NWMCOG (its officers, employees and agents), whether active or passive. HABITAT FOR HUMANITY shall not be obligated to indemnify and defend the NWMCOG for claims found to be due to the sole negligence or willful misconduct of the NWMCOG (including its officers, employees and agents).

HABITAT FOR HUMANITY's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the NWMCOG (including its officers, employees and agents) for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

### **Modification or Termination**

This MOU can be modified at any time by consent of both parties. Either party may terminate this MOU for any reason with thirty (30) day written notification to the other party.

### **Signatures & Dates**

**For NWMCOG:**

Elaine Wood, CEO



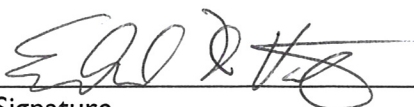
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Signature



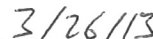
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Date Signed

**For WEXFORD HABITAT FOR HUMANITY:**

Edward VanAlst, President



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date Signed



*Now More Than Ever.*  
Help Build It!

November 22, 2010

Elaine Wood, CEO  
Northwest Michigan Council of Governments  
PO Box 506  
Traverse City, MI 49685

Dear Ms. Wood,

This letter is sent to show the commitment of Wexford Habitat for Humanity to partner with the Northwest Michigan Council of Governments' YouthBuild program.

Wexford Habitat for Humanity works with low income families in Wexford County, Michigan. Our goal is to build three houses per year, in order to meet the high need for adequate housing in the area. We have identified a location for a proposed home build in 2011 which will be appropriate for this partnership. It is located at the Northwest corner of Rogers Street and Cummer Street in the city of Cadillac. The value of the housing construction portion of this project is \$40,000, which will be underwritten by our fundraising efforts. The value of this project is described in the proposal's ETA form 9143, Attachment 1A.

This letter also demonstrates that Wexford Habitat for Humanity is the owner of the worksite property. We grant access to the work site to Northwest Michigan Council of Governments and to its subcontractor Northwest Michigan Works!.

We look forward to working with you on this exciting project. We feel the YouthBuild program will be an asset to our project and to our community.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward VanAlst", is written over a faint, larger version of the signature.

Edward VanAlst, President  
Wexford Habitat for Humanity

March 22, 2013

Edward VanAlst  
President  
Wexford Habitat for Humanity  
P.O. Box 828  
Cadillac, MI 49601-0828

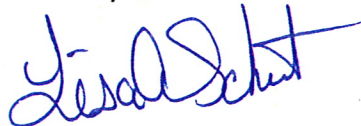
Dear Edward VanAlst,

As a result of a recent United States Department of Labor site visit regarding the YouthBuild program, Northwest Michigan Council of Governments is required to formalize the partnership between Wexford Habitat for Humanity and Northwest Michigan Council of Governments. The Memorandum of Understanding formalizes the original letter of intent (copy enclosed) referring to the original partnership.

Enclosed is the Memorandum of Understanding between Wexford Habitat for Humanity and Northwest Michigan Council of Governments formalizing the partnership necessary to support and implement the YouthBuild program.

Please review and sign the Memorandum of Understanding. Return the signed document to me in the enclosed self address stamped envelope at P.O. Box 506, Traverse City, MI 49685-0506.

Sincerely,



Lisa Schut  
MIS & Contracting Specialist  
Northwest Michigan Council of Governments  
(231) 929-5081  
lischut@nwm.cog.mi.us