

Memorandum of Understanding
Between

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

And

Northwest Michigan Community Action Agency
3963 Three Mile Rd.
Traverse City, MI 49686-9164

Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish the partnership between the Northwest Michigan Council of Governments (NWMCOG) and the Northwest Michigan Community Action Agency (NMCAA) 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 John Stephenson, Northwest Michigan Community Action Agency Executive Director on November 29, 2010.

Effective Dates

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

Role of Partner

NMCAA will contribute to YouthBuild Northwest and the partnership formalized by this MOU by providing weatherization training at both the Cadillac and Petoskey sites.

Indemnification

The work performed by NMCAA shall be at the risk of NMCAA exclusively. To the fullest extent permitted by law, NMCAA shall indemnify, defend (at NMCAA'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 NMCAA or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of NMCAA, 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. NMCAA 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).

NMCAA'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

Signature

Date Signed

For NMCAA:
John Stephenson, Executive Director

Signature

Date Signed