

Memorandum of Understanding  
Between

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

And

Baker College  
9600 E. 13th St,  
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 Baker College 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 Randy Hill, Baker College of Cadillac Dean of Education & Human Services on November 22, 2010.

**Effective Dates**

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

**Role of Partner**

Baker College will contribute to YouthBuild Northwest and the partnership formalized by this MOU by hosting the academic portion of the YouthBuild program in Cadillac, MI. Baker will provide classroom space and instructor support

**Indemnification**

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

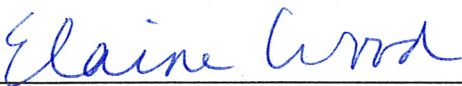
BAKER COLLEGE's indemnification and defense obligations hereunder shall extend to claims occurring after this agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the NWMCOG (including its officers, employees and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

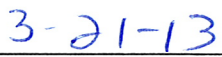
**Modification or Termination**

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**

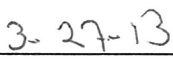
**For NWMCOG:**  
Elaine Wood, CEO

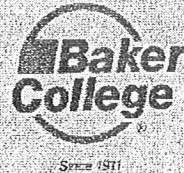
  
\_\_\_\_\_  
Signature

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

**For BAKER COLLEGE:**  
Randy Hill, Dean of Education & Human Services

  
\_\_\_\_\_  
Signature

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



**Baker College**  
9600 E. 13th Street  
Cadillac, Michigan 49601  
Telephone (231) 876-3100  
Fax (231) 876-3440

November 22, 2010

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

Dear Ms. Wood,

Baker College of Cadillac is pleased to partner with Northwest Michigan Council of Governments on the proposed YouthBuild program.

Baker College of Cadillac is committed to participation in community based activities that provide academic and employment opportunities. YouthBuild is a program that enhances the quality of life for youth in our region, and fits with the mission of our institution.

We commit to hosting the academic portion of the YouthBuild program in Cadillac. Use of classroom space, along with support for the instructor, will be provided at no charge to the program. This room rate contribution is valued at \$35 per hour.

Previous partnerships between our agencies have been very successful, and we anticipate the same success with YouthBuild. These partnerships included No Worker Left Behind, and sector-based initiatives such as KAL-TEC and the newly formed Entrepreneurial Regional Skills Alliance. We look forward to working with you on this exciting project. We feel the YouthBuild program will be an asset to our college and to our community.

Sincerely,

Randy Hill, Dean of Education & Human Services  
Baker College of Cadillac

March 22, 2013

Randy Hill  
Dean of Education & Human Services  
Baker College  
9600 E. 13<sup>th</sup> St  
Cadillac, MI 49601

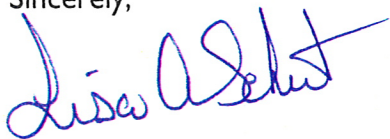
Dear Randy Hill,

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 Baker College 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 Baker College 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  
lidaschut@nwm.cog.mi.us