

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
RACINE COUNTY AND YWCA SOUTHEAST WISCONSIN**

This Memorandum of Understanding (“MOU”) sets forth the terms and understanding between Racine County (“County”) and Young Women’s Christian Association Southeast Wisconsin, Inc., d/b/a YWCA Southeast Wisconsin (“YWCA SEW”).

I. Purpose & Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to YWCA SEW 5.09 HSED Program (“Program”) located in Racine County.

II. Background

In May of 2017, Racine County Workforce Solutions, a County department, partnered with YWCA SEW to offer the Program in Racine County. YWCA SEW and County worked collaboratively to implement the Program at Racine County Workforce Solutions. Throughout the summer of 2017, both County and YWCA SEW marketed, recruited, and enrolled the first cohort, which began in August of 2017. To date, this partnership has successfully graduated 86 individuals from the Program.

III. Term and Termination

This MOU shall be effective from February 1, 2019 to December 31, 2019. Either party may terminate this MOU for any reason with sixty (60) days advance written notice. It will automatically renew for a one-year period of time, and each subsequent year thereafter unless one of the parties, with sixty (60) days advance written notice, advises the other party that it does not consent to an extension of the MOU or otherwise wishes to terminate the MOU. Each renewal will specify the new MOU period. The foregoing automatic renewal function will expire as of December 31, 2025, unless a Termination date is otherwise specified in any preceding MOU renewal.

IV. Responsibilities of YWCA SEW

YWCA SEW shall be responsible for executing the following activities:

- A. Allow the Program to be executed in a County building.
- B. Work collaboratively with County staff to implement best practices and achieve target outcomes for HSED/GED attainment.
- C. Connect target population with appropriate County and partner organizational staff and resources to meet customers’ needs/goals directly or indirectly related to HSED/GED attainment and internship placement.
- D. Assist County Marketing and Fund Development Coordinators and other County staff with press releases, social-media campaigns, contests, and/or programs.

V. Responsibilities of County

County shall be responsible for executing the following activities:

- A. Provide the Program classroom space in a County building.
- B. Provide the YWCA SEW Educational Outreach Coordinator office space, computer, printer and phone access, appropriate keys and badge access.
- C. Provide the YWCA SEW Adult Education Manager computer and printer access, along with appropriate keys to Educational Outreach Coordinator's office and Program classrooms.
- D. Provide the Educational Outreach Coordinator with an on-site County supervisor.

VI. Miscellaneous

- A. Each party will defend, indemnify and hold the other party harmless for all losses, damages, costs, fees, expenses, and expenditures (including reasonable attorneys' fees and costs) caused by the indemnifying party in the reasonable performance of the services under this MOU.
- B. Each party agrees to maintain and share Program and client data. Such data shall include, but not limited to client name, client address, Program demographics, Program enrollment and Program graduates.
- C. This MOU may not be assigned or transferred by one party to a third party without the advance written consent of the other party to this MOU.
- D. If any part of this MOU becomes unenforceable or illegal, then the MOU will continue in force, but the offending provision(s) shall be severed from the MOU and will have no effect on the remaining services agreed to hereunder and associated performance.

Young Women's Christian Association Southeast Wisconsin, Inc., d/b/a YWCA Southeast Wisconsin

By: [Signature] Date: 06/06/19
 By: Paula H. Penabaker Date: 6/6/19

Racine County

JONATHAN DELAGRAVE
 RACINE COUNTY EXECUTIVE

By: _____ Date: _____

By: Wendy M. Christensen Date: 6/17/19

Wendy M. Christensen
 Racine County Clerk

By: _____ Date: _____

REVIEWED BY FINANCE DIRECTOR

[Signature] 6/12/19
 Sign Date

Date 6/13/19
 Certified to be correct as to form

By [Signature]
 Racine County Corporation Counsel