

**MEMORANDUM OF UNDERSTANDING
BETWEEN HARRIS COUNTY AND THE HOUSTON HOUSING COLLABORATIVE**

This Memorandum of Understanding (“MOU”) is entered into by and between Harris County, (“County”), by and through its Community Services Department (the “Department”) and Houston Housing Collaborative (the “Collaborative”). The Parties agree to abide by the terms and provisions of this MOU throughout its duration.

RECITALS

WHEREAS, the mission of the Department is to spur community investment through innovative actions, key partnerships, and strategic financing, the Harris County Community Services Department (HCCSD) advances resiliency in housing, transportation, and other critical services through data-driven and evidence based solutions for county residents and communities. The mission for the Houston Housing Collaborative (HHC) or the “Collaborative” is: Community Stakeholders who collaborate to support policies, production and preservation of quality housing that is affordable for and accessible to all in the Houston area.

WHEREAS, both parties agree that housing as an economic driver, along with other community development components, are necessary to develop comprehensive thriving, diverse, and mixed-income communities.

WHEREAS, the My Home is Here 10-year Needs Assessment and Strategy found:

1. In Harris County, almost 500,000 households with incomes below \$75,000 are paying more than 30% of their incomes for their homes.
2. Lack of homes available to extremely low-income households, poor housing quality and maintenance challenges, housing discrimination, and location challenges for some affordable homes and effects of the COVID-19 pandemic contribute to Harris County households being costburdened.
3. To address the issue, among other given recommendations, one high-priority effort is to collaborate with partners to foster a comprehensive, affordable housing system.

WHEREAS, the purpose of this MOU is to (1) promote regional collaboration and cooperation among the parties in order to effectively address the needs of residents, seniors, and other demographic groups identified by the partners as in need of affordable housing; (2) serve as a resource for the HHC Members, affordable housing providers and employers by researching and providing information regarding successful affordable housing programs, financing and grant opportunities and strategies, public/private development opportunities, local, state and federal legislation and programs relating to affordable housing, and other topics as determined by the parties; (3) leverage the My Home is Here 10-year Needs Assessment and Strategy to develop and organize a strategy to disseminate critical information to educate Collaborative members and communities regarding the need for affordable housing, and work towards the development of a funded initiative that supports the creation and execution of a regional comprehensive community action plan that increases the supply of affordable housing options and other economic drivers in the unincorporated area of Harris County.

NOW, THEREFORE, the County and the Collaborative (each a “Party” and together, the

“Parties”) agree as follows:

AGREEMENT

1. CONTRIBUTION OF THE PARTIES.

- A. Each Party intends to help successfully carry out actions described in this MOU to the extent practicable and permitted by applicable law and, where applicable, the internal policies adopted by each Party.
- B. The Parties intend to convene on a quarterly basis to discuss issues within the scope of, and related to the purposes of, this MOU. The parties intend to assign staff to work with the Collaborative in activities associated with the development of the regional comprehensive community action plan.
- C. The Parties agree to participate in community and stakeholder planning activities coordinated by either party for the development of the regional comprehensive community action plan.
- D. The Parties intend to, subject to appropriate funding appropriation as necessary, contribute to the development of a combination of public and/or private financial investments associated with funding regional comprehensive community action planning.
- E. The Department agrees to share demographic and housing data to facilitate dialogue and long-range planning in the development of a regional housing strategy.
- F. The Collaborative will serve as a community convener with residents and appropriate stakeholders (i.e. City of Houston) to inform the development of regional comprehensive community action plan.

2. TERM AND TERMINATION

- A. Term. The effective date of this MOU shall be on the day it is fully executed, and it will remain in effect for twelve (12) consecutive months unless earlier terminated according to the terms of this MOU. This MOU may be renewed for an additional two (2) years through mutual approval by each Party’s governing body without additional written amendment.
- B. Termination. Either Party may terminate this MOU with thirty (30) days written notice. In the event that it comes to the attention of either Party that access is being used in an inappropriate or unlawful manner, either Party shall have the right to immediately terminate this MOU.

3. INDEPENDENT ENTITIES

It is understood and agreed that the County and the Collaborative are independent entities and neither has authority to bind the other or to act as an agent for the other.

4. NO BINDING OBLIGATION OR FINANCIAL COMMITMENT

This MOU imposes no binding obligations or financial commitments on either of the Parties. This MOU is an expression of intent only.

5. EXPENSES OF THE PARTIES

Each Party to the MOU bears its own expenses in connection with the preparation, negotiation, and execution of this MOU.

6. PUBLICITY

The Parties intend to coordinate all public statements about the MOU or any deliverables developed under the MOU. The Parties intend to collaborate from the outset on the form, timing and contents of any press release, Public Information Act (PIA) request, media response, publicly available description, or any other public communication relating to the MOU or any related deliverables. The Parties, including agency public affairs representatives, intend to begin consulting on press releases and press conferences well in advance of any public announcement.

7. LIABILITY OF PARTIES

Nothing in this MOU may be construed as creating any personal liability on the part of any officer, director, employee or agent of any public body that may be a Party to this MOU and the Parties expressly agree that the execution of this MOU does not create any personal liability on the part of any officer, director, employee or agent of the Collaborative or of Harris County, Texas. The Parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party to this MOU. No provisions shall be deemed a waiver of any defenses available by law.

8. NOTICES

Notices under this MOU shall be sent as follows:

To the County:	Executive Director Harris County Community Services Department 8410 Lantern Point Houston, Texas 77054
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To the Collaborative:	To Alan Walker Executive Director Houston Housing Collaborative 2418 Elgin Street Houston, Texas 77004
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9. ASSIGNMENT; PARTIES BENEFITED

Neither Party hereto shall sell, assign, or transfer any of its rights or obligations under this MOU in whole or in part, without the prior written consent of the other Party. This MOU shall bind and benefit the Collaborative and the County and shall not bestow any rights upon any third party.

10. GOVERNING LAW; VENUE

This MOU is governed by and construed according to the laws of the State of Texas.

Exclusive venue of any action or claim arising out of this MOU is Harris County, Texas. Failure of either Party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon the default or failure by an appropriate remedy, shall not be considered a waiver of strict compliance with any other obligation hereunder, and shall not be considered a waiver of any rights or remedies occurring as a result of any future development or failure of performance.

11. ENTIRE AGREEMENT

This MOU is the entire agreement between the Parties relating to the rights granted and obligations assumed. Any modifications concerning this MOU are of no force and effect unless in writing and executed by both Parties.

This MOU may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the authority to execute this MOU.

12. COMPLIANCE WITH LAWS

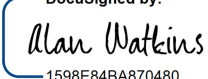
The Parties shall observe and comply with all federal, state, and local laws, rules, ordinances, and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations undertaken by this MOU.

13. SEVERABILITY

In the event that one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this MOU shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU, which shall remain in force and effect.

Signatures Follow on Next Page

THE COLLABORATIVE

DocuSigned by:

By: 1598E84BA870480...
Name: Alan Watkins
Title: Ex. Dir. of Houston Housing Collaborative
Date: 12/14/2022

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENELEE
HARRIS COUNTY ATTORNEY

By: Randy Keenan
Randy Keenan
Sr. Assistant County Attorney
CACI: 22GEN 4363

May be modified to add an additional party such as the city of Houston.