

**AFFILIATION  
AGREEMENT  
BETWEEN  
THE CITY OF HOUSTON  
AND**

**This Affiliation Agreement (“Agreement”)** is made between the **CITY OF HOUSTON (“City”)**, a home-rule city of the State of Texas, acting by and through its **Houston Health Department (“HHD)** and the \_\_\_\_\_ (“Affiliate”). HHD and \_\_\_\_\_ shall be known collectively as “the Parties” and singularly as “a Party” or “the Party.”

**RECITALS**

**WHEREAS**, in February 2014, President Obama launched the My Brother’s Keeper (“MBK”) initiative nationally to address persistent opportunity gaps in employment, educational outcomes, and career skills and to eliminate barriers preventing boys and young men of color from realizing their potential; and

**WHEREAS**, the City bears significant economic and social costs arising from these disparities that negatively affect the lives of boys and young men of color; and

**WHEREAS**, in September 2014, the City accepted the MBK Community Challenge as part of the local MBK initiative (“MBK Houston”); and

**WHEREAS**, MBK Houston is a collaborative effort led by the Houston Health Department (HHD) which seeks to address the disparities and opportunity gaps faced by boys and young men of color by optimizing and aligning the resources of existing community initiatives and organizations across a variety of sectors, such as education, health, nonprofit, government, and business.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**PURPOSE**

The purpose of this Agreement is to strategically optimize resources of local organizations performing work in alignment with the MBK Houston initiative by providing collaborative support to maximize the effectiveness of community outreach programming.

**AGREEMENT**

## **I. Term**

The term of this MOU shall be effective from the date of signature by the HHD Director for 1 year, unless terminated sooner by mutual written agreement of the parties or by either party without cause, upon thirty (30) days prior written notice to the other party as provided in section VI, "Notices".

## **II. Responsibilities**

This Agreement sets forth the understanding between the parties herein concerning their respective roles and responsibilities. The parties herein understand and agree as follows:

## **III. Will:**

1. Align activities with the mission of its organization.
2. Provide in-kind infrastructure support that will collectively impact the MBK Houston "Local Action Plan" cross-cutting strategies to achieve the MBK milestones

Infrastructure support to be provided includes but is not limited to:

3. Allow HHD to display Affiliate's logo/brand as an Affiliate of the MBK Houston Movement.
4. Participate in the following spheres of service:
  - a) Area Action Team
  - b) community meetings
  - c) service provider network that connects boys and their families with core services
5. Make resources available to HHD and community. Resources include but is not limited to:
6. Use the MBK referral system to promote and connect core social and emotional wellness services in coordination with the service providers.
7. Publish the MBK seal on printed materials, website, etc. whereby programs or services are promoting the MBK Houston Movement.
8. Actively participate in community assessments and evaluations.
9. Develop a detailed capacity building plan based on the organizational self-assessment, including, timelines, budgets, sources of technical assistance

and training, clearly defined anticipated outcomes and specific indicators to measure results.

10. Provide MBK capacity building activities reports by the 28<sup>th</sup> day of each month.
11. Share data freely with HHD.
12. Submit a final annual report listing major accomplishments and outcomes by August 28<sup>th</sup>.

**IV. HHD Will:**

1. Assess program alignment on a monthly, quarterly, or annual basis.
2. Based on lessons learned, challenges, and accomplishments, request data (i.e. completed electronic templates, case notes) associated with outcomes, participation in the spheres of services cited herein, referrals, etc.
3. Promote MBK Houston programs and services via the MBK website, area action directory, social media, etc.
4. Ensure the program activities of this agreement are in compliance with City, MBK requirements and federal and state regulations.
5. Provide infrastructure support to assist convening stakeholders.

**V. The Parties Will:**

1. Assign organizational representative(s) to serve as a liaison who will attend all required program meetings, functions, and related activities.
2. Provide staff and resources to produce collaborative marketing materials associated with the MBK Houston Movement. This includes printed and web based materials.
3. Collaborate to ensure compliance with federal, state, and local statutes.

**VI. Notices**

All notices, requests, demands, or other communications called for or contemplated hereunder will be in writing and will be deemed to have been duly given when delivered to the Party to whom addressed or when sent by registered or certified mail, return receipt requested, prepaid and addressed to the Parties, their successors in interest, other assignees at the following addresses, or at

such other addresses as the parties may designate by written notice in the manner aforesaid. Notice deposited in the mailing the manner hereinbefore described will be conclusively deemed effective, unless otherwise stated, three (3) days after it is so deposited. Notice given in any other matter will be effective only if and when received by the Party to be notified. For the purpose of notice, the addresses of the Parties will, until changed as hereinafter provided, be as follows:

Affiliate:      Name:  
                    Title  
                    Address  
                    City, State, Zip

City:            Stephen L. Williams, M.Ed., M.P.A.  
                    Director  
                    Houston Health Department  
                    8000 North Stadium Drive, 8<sup>th</sup> Floor  
                    Houston, TX 77054

**VII. Limit of Appropriation**

HHD has appropriated no money to pay for services under this Agreement and has no obligations to make any payments hereunder.

**II. Independent Parties**

It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.

This Agreement does not preclude or prevent the City or Affiliate from making agreements with other agencies or service providers. Neither party shall enter into any contract or commitment on behalf of the other party.

**IX. Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no effect. This Agreement may be amended only by a written instrument executed by representatives duly authorized by the authorized representatives of the parties hereto.

**X. Signatures**

IN WITNESS WHEREOF, this AGREEMENT, in duplicate originals of equal force, has been executed on behalf of the parties hereto.

**CITY OF HOUSTON, TEXAS  
HOUSTON HEALTH DEPARTMENT**

\_\_\_\_\_  
Stephen L. Williams, M.Ed., M.P.A.

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFILIATE ORGANIZATION/COMPANY NAME**

\_\_\_\_\_  
First Name Initial Last Name

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_