

**Memorandum of Understanding between the Texas Workforce Commission Civil Rights
Division and the Texas Appraiser Licensing and Certification Board**

I. Parties and Recitals

The Parties to this Memorandum of Understanding (Agreement) are Texas Workforce Commission Civil Rights Division (TWC) and Texas Appraiser Licensing and Certification Board (TALCB). TWC is tasked with receiving, investigating, seeking to conciliate, and acting on complaints alleging violations of the Texas Fair Housing Act according to Texas Property Code § 301.063. TALCB is tasked with regulation of real estate appraisers and enforcement of professional standards for appraisals of real property pursuant to Chapter 1103 of the Texas Occupations Code.

II. Purpose

The purpose of this Agreement is to facilitate interagency cooperation between TWC and TALCB regarding fair housing issues and complaints as they relate to appraisals. This Agreement sets forth mutual understandings and responsibilities of both Parties.

III. Authority

This Agreement is made pursuant to the authority granted in Chapter 301 of the Texas Property Code; Chapter 771 of Texas Government Code; and Chapter 1105 of the Texas Occupations Code.

IV. TALCB Obligations

- a. TALCB periodically receives complaints that involve possible Fair Housing violations. Upon receiving a complaint, TALCB will investigate for violations of Uniform Standards of Professional Appraisal Practice; Chapter 1103 of the Texas Occupations Code; and Title 22, Part 8, Chapters 153 and 155 of the Texas Administrative Code. If during the course of the investigation, TALCB suspects or finds allegations of a possible Fair Housing violation, TALCB will refer the matter to TWC for review and investigation of Fair Housing laws.
- b. TALCB will take necessary and appropriate action based on any findings made by TWC.
- c. TALCB will provide TWC with information and documents, including the complaint form and the license holder's response to the complaint. Upon request, TALCB will provide TWC with support to assist with its investigation.

- d. Upon request, TALCB will provide training to TWC regarding appraisal practices on an annual basis. Additional trainings may be provided upon agreement of the Parties.

V. TWC Obligations

- a. Upon receipt of a referral of a possible Fair Housing violation from TALCB, TWC may initiate a complaint based on the referral. The complaint will be dually filed with the United States Department of Housing and Urban Development, if deemed appropriate by TWC.
- b. TWC will investigate the complaint for compliance with state fair housing laws (Chapter 301 of the Texas Property Code and Title 40, Part 20, Chapter 819 of Texas Administrative Code) and/or for other possible violations of Fair Housing law, depending on the basis of the referral.
- c. TWC will notify TALCB in writing of the outcome of each investigation of a TALCB license holder within thirty (30) calendar days of complaint resolution. If TWC enters into a conciliation agreement with a TALCB license holder, the agreement shall state that it does not affect the current and future regulatory actions taken by TALCB. TWC will provide TALCB a copy of any conciliation agreement TWC has entered with the TALCB license holder, regardless of whether the conciliation agreement relates to a matter referred by TALCB, unless the conciliation agreement is deemed to be confidential by the Director of the Civil Rights Division. TWC will also provide TALCB with a copy of any Charge of Discrimination issued against a TALCB license holder.

VI. Costs

There is no anticipated reimbursable cost associated with this Agreement. Should any costs be incurred, such costs will be the full responsibility of the party who incurred the costs, and each party will assume their respective costs associated with performance of the terms of this Agreement.

VII. Terms of Agreement

It is understood that each party should be able to fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Agreement.

If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party.

This Agreement becomes effective upon signature of both Parties and remains in effect until August 31, 2027, unless amended by mutual written Agreement of the Parties. This Agreement may be cancelled by either party upon thirty (30) calendar days' prior written notice to the other party.

This Agreement shall not be construed to create any additional liability or obligation for either party.

This Agreement is subject to all applicable Federal and State of Texas laws.

VIII. Communications

All written communications shall be sent to the following, or his or her designee:

Texas Workforce Commission Civil Rights Division
Bryan Snoddy
Director of Civil Rights Division
101 E. 15th St., Guadalupe CRD
Austin, TX 78778
Bryan.snoddy@twc.state.tx.us

Texas Appraiser Licensing and Certification Board
Melissa Tran
Director of TALCB
1700 Congress Ave. #400
Austin, TX 78701
Melissa.tran@talcb.texas.gov

Signatures


By the signatures below, the Parties indicate their agreement and understanding and hereby bind themselves to the faithful performance of this Agreement.

Texas Appraiser Licensing and Certification Board

Chelsea Buchholtz
Chelsea Buchholtz, Commissioner

9/19/2022
Date

Texas Workforce Commission


Edward Serna, Executive Director

9/19/2022
Date