



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

**Memorandum of Cooperation Agreement
Between
Texas Association of African American Chambers of Commerce
AND
Texas Department of Transportation**

This Memorandum of Cooperation Agreement hereinafter ("Agreement") is between the Texas Association of African American Chambers of Commerce, located at P.O. Box 13064, Austin, Texas 78711 (hereinafter "TAAACC") and the Texas Department of Transportation, located at 125 East 11th Street, Austin, Texas 78701 (hereinafter "TxDOT"). The purpose of the Agreement is to create a relationship between TAAACC and TxDOT to encourage and assist the development of Historically Underutilized Businesses (HUB's) and Disadvantaged Business Enterprises (DBE's) in contracting opportunities within the State of Texas.

Term of Agreement. This Agreement shall become effective on March 30, 2017 and shall terminate on March 31, 2019. Either party may terminate the Agreement on an earlier date with seven calendar days prior written notice to the other. The Agreement may be amended only in writing and upon agreement of the parties.

Scope. TAAACC and TxDOT agree to cooperate in the dissemination of information regarding purchasing procedures and procurement opportunities extended to HUB and/or DBE vendors to aid in increasing the level of HUB and/or DBE involvement in TxDOT contracts. More specifically, the parties agree as follows.

1. TAAACC will solicit its respective member chambers in an effort to identify and develop a listing of African American businesses that are HUB and/or DBE certified, and who qualify as HUB and/or DBE firms but are not currently certified by the state. TAAACC will assist such firms in obtaining HUB and/or DBE certification. TxDOT agrees to act as a resource in this effort. TAAACC agrees to encourage its HUB and/or DBE certified members to conduct more business with TxDOT.
2. TAAACC agrees to submit copies of these lists to TxDOT. Upon receipt of these lists, TxDOT agrees to provide TAAACC with purchasing and HUB and DBE bidding information to aid in improving participation. In addition, TxDOT agrees to advise TAAACC of potential TxDOT contracting opportunities, as they are advertised and in accordance with the laws of the State of Texas. TxDOT agrees to provide TAAACC with this information, from time to time, upon request from TAAACC, and in accordance with the laws of the State of Texas.
3. TAAACC will promote this initiative by providing ongoing advocacy, publicizing success stories and serving as point of contact for their member chambers. TAAACC will work with TxDOT on developing recommendations, including measurable goals, for improving HUB and DBE participation.

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OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.*

An Equal Opportunity Employer

4. TxDOT agrees to dedicate staff to serve as a resource for TAAACC in regards to ongoing HUB and DBE program issues.
5. TxDOT agrees to notify TAAACC of TxDOT HUB or DBE forums.
6. Upon request, TxDOT agrees to provide TAAACC with appropriate procurement contact information, and if available, a copy of its resource guide.
7. To the extent possible, and upon invitation, TxDOT agrees to participate in TAAACC related functions throughout the state in accordance with its strategies and budget allocation.
8. TxDOT and TAAACC agree to work together to develop a training schedule on the subject of doing business with TxDOT. In accordance with such training schedule, TxDOT and TAAACC agree to conduct workshops for TAAACC members and the business community. TAAACC agrees to advertise such workshops prior to the date of each workshop.

Entire Agreement. This Agreement shall constitute the entire agreement between the parties. Neither party shall be responsible hereunder to the other for any payment of funds. TAAACC agrees that its sole remedy against TxDOT hereunder is the performance of those TxDOT responsibilities set forth in the "Scope" section of this Agreement.

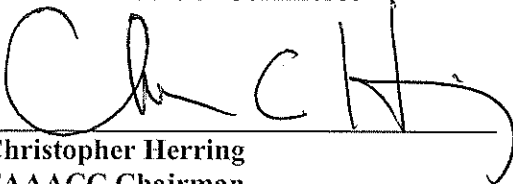
Records Ownership. Upon completion or termination of this Agreement, all documents prepared by TxDOT or furnished to TxDOT shall become the property of TxDOT, without restriction or limitation of further use.

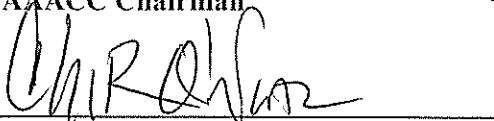
No Assignment. Neither party shall assign, sublet, or transfer any interest in this agreement.

Compliance with Laws. The parties shall comply with all applicable Federal, State, and local laws, statutes, ordinances, rules, and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

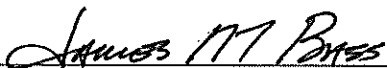
Executed on this 30th day of March, 2017.

**Texas Association of African
American Chambers of Commerce**

By: 
 Christopher Herring
 TAAACC Chairman

By: 
 Charles O'Neal
 TAAACC President

Texas Department of Transportation

By: 
 James M. Bass
 TxDOT Executive Director