

**MEMORANDUM OF AGREEMENT  
BETWEEN  
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
AND  
TRI-COUNTY REGIONAL BLACK CHAMBER OF COMMERCE  
FOR  
HISTORICALLY UNDERUTILIZED BUSINESS PROGRAM**

This Memorandum of Agreement (“MOA”) for Historically Underutilized Business Program is entered into by and between the Texas Comptroller of Public Accounts (“CPA”) and Tri-County Regional Chamber of Commerce, (TCRBCC) (“M/WBE organization”).

**I. Recitals**

**Whereas**, CPA and the TCRBCC are committed to increasing the number of Historically Underutilized Businesses (HUBs) and ensuring that HUBs comply with Chapter 2161 of the Texas Government Code;

**Whereas**, CPA is responsible for administering the Historically Underutilized Business (HUB) Program for the State of Texas pursuant to Texas Gov’t Code, Ch. 2161;

**Whereas**, the HUB program is designed to ensure that all HUBs have an equal opportunity to compete for contracting and related subcontracting opportunities in State of Texas procurements;

**Whereas**, the HUB is a small business entity formed for the purpose of making a profit in which at least 51 percent of all classes of shares of stock, assets, interest or other equitable securities are owned, operated, and controlled by individuals who have been identified as being economically disadvantaged because of their identification as members of the following groups: American Women, Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans, and Service Disabled Veterans as defined by 38 U.S.C. Section 101(2) who have suffered at least a 20 percent service-connected disability as defined by 38 U.S.C. Section 101(16), and a person who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control. Eligible individuals in these groups must also be residents of Texas with their principal place of business located in Texas and not exceed business size standards as established by CPA;

**Whereas**, TCRBCC organization administers a Minority and Women-Owned Business Enterprise (M/WBE) Procurement Program and certifies M/WBEs under substantially the same definition as HUBs, with the notable exception of TCRBCC has an economic disadvantaged requirement related to an applicant’s net worth and does not certify Service Disabled Veterans;

**Whereas**, TCRBCC is a State of Texas organization that currently certifies M/WBE suppliers for the private and public sector;

**Whereas**, CPA and TCRBCC organization have determined that certain M/WBEs may qualify as HUBs under Texas law and will cooperate to streamline certification process for those businesses in both programs;

**Whereas**, both parties agree to work cooperatively to increase the number of Historically Underutilized Businesses and ensure that HUB businesses comply with all applicable laws and rules of the State of Texas; and

**Now, therefore**, CPA and TCRBCC organization agree to cooperate in the administration of their respective programs as follows:

**II. Authority**

This MOA is entered into pursuant to the authority granted in Texas Government Code, Section 2161.061.

### III. Duties and Responsibilities

#### A. CPA

The CPA will accept as a HUB and list in its HUB Directory those businesses certified by TCRBCC organization which meet the eligibility criteria as set forth in Exhibit TCRBCC organization may use any database it desires to maximize the pool of potential businesses to be screened and referred to CPA. However, TCRBCC organization is responsible for screening all files for HUB eligibility based on Chapter 2161 of the Texas Government Code and Title 34, Chapter 20 of the Texas Administrative Code.

#### B. CPA AGREES TO:

- Certify M/WBEs certified by TCRBCC that meet HUB eligibility requirements.
- Accept electronic files based on the online system requirements.
- Update only the records that are not currently active as certified HUBs or those that are in the certification process.
- Guide TCRBCC organization small businesses to update profile NIGP Codes on the online system or in CMBL system.
- Cooperate with TCRBCC organization in the recruitment of eligible businesses. The program managers are hereby authorized to assist in these recruitment efforts for businesses eligible for both the HUB and M/WBE programs.
- Indicate that TCRBCC organization is the owner of all M/WBE files submitted for HUB certification on the HUB online certification system.
- Update the HUB Directory File accordingly per corrected Vendor Identification (VID) numbers and address information on a case-by-case basis.
- Promote the benefits of this MOA through its education and outreach efforts.
- Participate in at least one annual event to encourage HUB certification and shared education and outreach information.
- Include TCRBCC's website and provide link to the Certification and Compliance System (CCS) online certification portal at <https://tricountyregionalblackchamber.org/> on CPA's website.
- CPA will request access to HUB Certification records by email to complete MOA audit every two years on even numbered years. Records will be randomly chosen and number of records receiving an audit will depend on the total number of HUB certifications completed by the MOA in one of the two previous fiscal years.
- CPA will provide the MOA a report of the audit findings.

#### C. TCRBCC ORGANIZATION

TCRBCC organization shall not refer ineligible businesses to CPA HUB for certification under Chapter 2161 of the Texas Government Code or Title 34, Chapter 20 of the Texas Administrative Code. CPA retains the authority to reject all businesses that do not meet the eligibility criteria set forth in these chapters.

CPA will be allowed the ability to audit any HUB certification file submitted by MOA.

#### D. TCRBCC ORGANIZATION AGREES TO:

- Charge no additional fees for HUB certification.
- Notify CPA regarding any changes to TCRBCC’s certification requirements that could affect the HUB program certifications, including, but not limited to, extending certification dates and discontinuing providing M/WBEs with said certifications.
- Cooperate with CPA in the development of procedures to refer eligible businesses to CPA. The program managers of the respective programs are hereby authorized to implement these procedures for businesses eligible for both the HUB and M/WBE programs.
- Allow CPA the ability to audit and report any MOA HUB certification records entered into the online certification system.
- Allow CPA the ability to audit the certification process as necessary to determine compliance with HUB certification policies and procedures.
- Identify qualified M/WBE Asian Indian Americans or Asian Subcontinent American businesses as HUB Asian Pacific Americans in the HUB certification online system.
- Complete the HUB certification review process within 90 days of the completion of the TCRBCC certification application process.
- Update TCRBCC organization databases requiring corrected Vendor Identification (VID numbers and address information on a case-by-case basis related to the HUB certification files.
- Allow CPA to list an MOA email address as contact for subcontracting notification related to HUB Subcontracting Plans.
- Provide notice to TCRBCC’s M/WBEs and potential M/WBEs of the opportunity to receive free HUB Certification and listing in CPA’s HUB Directory at no additional charge.
- Include MOA on TCRBCC organization’s Small Business website and provide a link to the Statewide HUB webpage: <https://comptroller.texas.gov/purchasing/vendor/hub/>
- Participate in at least one annual CPA HUB sponsored education and outreach event or forum.

#### **IV. Term; Termination; Amendment**

- A. This MOA is effective upon the date of the last Party to sign. Either Party may terminate this MOA by submitting a 60-day written notice to the other Party. This MOA is subject to termination for cause immediately without notice in the event of a security breach. CPA shall have no liability whatsoever to any other party, person, agency, or entity upon termination of this MOA for any reason, whether for cause or for convenience.
- B. This MOA may be amended only in writing by an instrument signed by CPA and TCRBCC organization; however, CPA expressly reserves the right in its sole discretion, to amend this MOA unilaterally with ten (10) business days written notice to ensure compliance of this MOA or either Party with state or federal law or other regulation.

#### **V. General**

- A. Each Party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act) and the Texas Attorney General opinions issued under that statute. Responses to requests for Confidential Information shall be handled in accordance with the provisions of the Texas Public Information Act.

If either Party receives a public information request for information obtained pursuant to this MOA (“TPIA Request Recipient”), the TPIA Request Recipient shall provide the Disclosing Party a copy of such request within three (3) business days of receipt or determination that the Disclosing Party’s records are responsive. If the Disclosing Party

does not respond to the TPIA Request Recipient's notice within two (2) business days to advise whether the requested information falls within an exception to the public disclosure requirement under the Texas Public Information Act, then the TPIA Request Recipient will respond to the request in an appropriate manner that may include referral to the Office of the Attorney General.

As a condition of granting access to CPA systems, CPA reserves the right to require individuals to complete CPA Security Awareness Training on an annual basis either (1) by attending training at a CPA designated site located in Austin, Texas, (2) through CPA's online training program, or (3) by incorporation of CPA provided training content into Local Government's training program. If Local Government elects to conduct training by incorporation of CPA provided content, then Local Government will maintain records of attendance and shall provide CPA with a report on August 1<sup>st</sup> of each year identifying any individuals which have not completed the requisite training within the then-current fiscal year.

- B. Assignment. No assignment of this MOA or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other, unless authorized by law.
- C. Dispute Resolution. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this MOA; provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.
- D. Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this MOA caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.
- E. No Waiver. This MOA shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this MOA or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this MOA or by its conduct prior to or subsequent to entering into this MOA.
- F. Severability. If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this MOA shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.
- G. Headings. The headings used in this MOA are for ease of reference only and will not be used to interpret any aspect of this MOA.
- H. Survival. The expiration or termination of this MOA shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.
- I. Governing Law; Venue. This MOA is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this MOA are due in Travis County and venue is proper only in such county.

## VI. Notices

Any notice relating to this MOA, which is required or permitted to be given under this MOA by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have

been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

1. The address of CPA for all purposes under this MOA and for all notices hereunder shall be:

Texas Comptroller of Public Accounts  
Statewide Procurement Division  
HUB Program  
1711 San Jacinto  
Austin, Texas 78774  
Toll Free in Texas: 888-863-5881  
HUB Office: 512-463-5872  
E-mail: StatewideHUBProgram@cpa.texas.gov

*With copy to:* Texas Comptroller of Public Accounts  
ATTN: Operations and Support Legal Services Division, Contracts Section  
111 E. 17th Street, Room 201  
Austin, Texas 78774  
Toll Free in Texas: 888-863-5881  
HUB office: 512-463-5872  
Email: statewideHUBprogram@cpa.texas.gov

2. The address of TCRBCC Organization for all purposes under this MOA and for all notices hereunder shall be:

Tri-County Regional Black Chamber of Commerce  
2626 South Loop West  
Suite 250  
Houston, Texas 77054

Phone: 832-875-3977  
Fax: 281-336-0870  
Webpage: [www.tricountyregionalblackchamber.org](http://www.tricountyregionalblackchamber.org) and [www.tcbcc.org](http://www.tcbcc.org)

*With copy to:* N/A

## VII. Merger

This MOA contains the entire agreement between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this MOA shall be of no force or effect unless contained in a subsequent writing, signed by both Parties.

**VIII. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this MOA on behalf of the respective Parties. This MOA may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**Texas Comptroller of Public Accounts**

**Tri-County Regional Black Chamber of Commerce (TCRBCC)**

DocuSigned by:  
BY Lisa Craven  
11EA6DEF0EC441E...  
Lisa Craven  
Deputy Comptroller

BY Leondria R. Thompson  
Leondria R. Thompson  
President

DATE 6/25/2022 | 8:33 PM CDT

DATE June 6, 2022

**Exhibit A**

**The Statewide Procurement Division's Historically Underutilized Business (HUB) Program administers the HUB Program in accordance with Texas Government Code §2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections §20.281 through §20.298.**

In order to maximize the number of certified historically underutilized businesses (HUBs), the Statewide Procurement Division (SPD) pursues certification agreements with local governments and nonprofit organizations in Texas that certify businesses under substantially the same definition as a HUB and meet certification standards as defined by SPD. Not all business certified with local governments, M/WBE organizations, and non-profit organizations (certifying entities) will meet the HUB eligibility criteria.

As part of the certification agreement, the certifying entities will determine if the businesses certified into their programs are eligible for HUB certification. If eligible, the certifying entities will submit the business' information in the designated SPD HUB Program portal for CPA's review and certification as a HUB and registration into the HUB Directory in accordance with CPA's eligibility requirements and qualifications.

HUB certification is valid for the period of time equal to the certifying entity's certification (not to exceed four-year increments). In order for a business to retain its status as a HUB, it must remain certified in the certifying entity's program, and certifying entity must continue to submit the business' information acknowledging that the business meets the HUB eligibility criteria.

Certifying entities are scheduled to submit their member certification data files directly into the SPD HUB Program's online certification system. SPD will provide the vendor access to a printable Certification Certificate with a vendor profile in the online system. Vendor will receive an email HUB orientation package, including HUB Resource information.

In accordance with 34 TAC §20.282, an applicant owner must provide proof of at least 51 percent ownership and control of the day to day operation of the business. The owner must be an economically disadvantaged person meeting eligibility as a(n):

- Asian Pacific American,
- Black American,
- Hispanic American,
- Native American,
- American woman, and/or
- Service-Disabled Veteran with a service-related disability of 20% or greater.

The applicant owner must:

- be a U.S. Citizen or a veteran as defined by CPA rules,
- prove at least one year of Texas residency,
- prove control of the day to day operations,
- hold company title equivalent to ownership and control requirements.
- prove its principal place of business is in Texas, and
- be a for-profit entity that has not exceeded the size standard prescribed by 34 TAC §20.282.