



**Memorandum of Understanding (MOU) Partnership Liaison Program Between VIA Metropolitan Transit (VIA),
Advanced Transportation District (ATD), and Hispanic Contractors Association de San Antonio (HCA)**

OVERVIEW

VIA and the ATD (collectively "VIA") have a strong desire to award contracts to ready, willing, and able Small Business Enterprises (SBEs). On April 27, 2012, the Board of Trustees approved a Small Business Enterprise initiative that seeks to support business and economic opportunities. It is the goal of the agency to the extent possible ensure that Small Business Enterprises have the maximum feasible opportunity to compete for contracts in the areas of architecture, engineering, construction, facilities and maintenance, goods and services.

This MOU reflects VIA's commitment to creating business opportunities. The joint efforts of the Parties is intended to broaden VIA's outreach efforts and help prepare Small Business Enterprise with the knowledge and understanding necessary to compete for VIA contracts.

This MOU replaces and supersedes all previous MOU's between the Parties.

1.01 This MOU will be in place for twelve (12) months commencing on September 1, 2020 and terminating no later than August 31, 2021. By mutual agreement, the Parties hereto may extend this MOU for up to one additional year.

1.02 Other provisions of this MOU notwithstanding, either Party may terminate this MOU at any time by providing ten (10) days written notice to the other Party.

PURPOSE: JOINT INITIATIVES

2.01 Business Opportunity Initiatives

- VIA and the HCA will jointly implement **training** initiatives—e.g., Bidding and Estimating, Contract Management, Marketing, Bonding and Insurance or other technical assistance that is needed for the participants.
- VIA and the HCA will jointly implement **networking** activities to foster working relationships between partnering agencies and community organizations within the small business community.

2.02 Other Joint Considerations

- VIA and the HCA agree to leverage relationships, and support mutually productive future programs and activities of VIA and the HCA.
- Joint communication, advertisements and promotion of initiatives that are part of this MOU, as hereinafter provided:
 - Posting of events on various social media platforms at least 30 days prior to event, but no less than 14 days;
 - Strategically targeting and tracking participants for initiatives from within the organization's resources.

2.03 Budget/Cost Estimate for Exchange of Services:

EVENTS/ACTIVITY:

Proposed workshops on Business Development assessment; Technical Assistance; Informal VIA contract opportunities. VIA agrees to host two (2) monthly networking mixer meetings at \$1,000 each; one (1) contribution of \$500 towards a Board Installation Dinner for the opportunity to share with the Board information on VIA's DBE program and SBE program (12 attendees); four (4) Quarterly Joint Training Sessions at \$500 each; contribute \$2,500 toward a social event by HCA for its membership, including securing one (1) table of ten to allow for the promotion of contract opportunities available at VIA.

COST: Not to exceed \$7,000.00

HCA will identify and submit to VIA ten (10) of their members who are willing to participate in a pilot business development initiative. The Office of Diversity and Federal Compliance will provide technical support to help them with the following: (1) Registration on the VIA web portal in order to receive notification of all upcoming bid opportunities; (2) Conduct a Business Assessment (3) Assist the firms with completing their Small Business Enterprise or Disadvantaged Business Enterprise application.

MOU COMMITMENT:

VIA:

- Monetary, and co-creation of initiatives to enhance potential for future successful contracting awards for SBE and DBE vendors.
- Provide material content, plan, and execute classes.
- Support promotion of initiatives and assist with logistics, if requested.

HCA:

- Planning, implementation, and logistical support by HCA staff.
- Responsible for the active weekly promotion of upcoming events.
- Provide location and refreshments for workshops and networking.
- Co-creation of initiatives enhancing potential for future successful contracting awards for SBE and DBE vendors.

MISCELLANEOUS

3.01 The parties mutually understand the need for coordination and under certain circumstances prior approval by their respective governing boards of activities and initiatives.

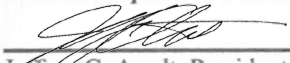
3.02 The parties mutually agree to consult each other regarding any amendments or issues to be addressed. This MOU, including any extensions under Section 1.01, may only be modified by written mutual consent.

3.03 The signatories of this MOU further represent that they have the authority to sign this MOU and to the extent necessary bind their respective Party.

3.04 All notices, invoices, statements and reports shall be deemed given when delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the address provided below in the signature block.

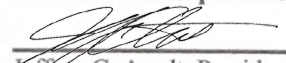
Executed on This 26th Day of August, 2020

VIA Metropolitan Transit:



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Advanced Transportation District:



Jeffrey C. Arndt, President/CEO

Hispanic Contractors Association de San Antonio



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