

INTERLOCAL AGREEMENT FOR
THE SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY
DOING BUSINESS AS
SUPPLY SA

This Interlocal Agreement (“Agreement”) is entered into by and between the City of San Antonio, Alamo Colleges District, Bexar County, Brooks, City Public Service Energy, Edwards Aquifer Authority, Opportunity Home San Antonio, Port San Antonio, San Antonio Independent School District, San Antonio River Authority, San Antonio Water System, Texas A&M at San Antonio, University Health, University of Texas Health Science Center, University of Texas at San Antonio, and VIA Metropolitan Transit, individually referred to herein as “Entity,” “Participant,” or “Party,” and collectively referred to herein as “Entities,” “Participants,” or “Parties.”

RECITALS

WHEREAS, the Interlocal Cooperation Act (the “Act”) provides in Section 791.011 of the Texas Government Code, that local governments and other qualified entities under the Act (“Qualified Entities”), may contract with or agree with one or more local governments to provide governmental functions and services which each entity provides; and

WHEREAS, each of the Participants hereunder are political subdivisions or Qualified Entities eligible to contract under the Act; and

WHEREAS, each of the Participants currently purchases goods and services, and has established or supported various programs that assist local and small businesses to obtain contracting certification(s) and that enhance their position in the marketplace as providers of those goods and services; and

WHEREAS, in 1998, a number of the Participants established the South Central Texas Regional Certification Agency Incorporated (the “SCTRCA”), a 501(c)(3) non-profit corporation, to review, audit, and certify for-profit business certification status in accordance with agency policies, Texas Unified Certification Program Memorandum of Agreement (TUCP MOA; revised as of June 2019), and Title 49 Parts 23 and 26 of the Code of Federal Regulations; and

WHEREAS, over a period of time since its establishment, the SCTRCA has certified numerous for-profit businesses , which include Small, Emerging Small, Disadvantaged (including Airport Concessions Disadvantaged), Minority (including African American, Asian American, Hispanic American, and Native American), Woman, Disabled Individual, Veteran, and Historically Underutilized Businesses (SBE, ESBE, DBE, MBE, WBE, DIBE, VBE, and HUB); and

WHEREAS, over the past twenty-five years, the SCTRCA member entities have worked to improve the efficiency and effectiveness of the agency and agree that it would be in the best interest of the Participants and the agency to work cooperatively to revise the operations of the SCTRCA in order to achieve its goals and incorporate the Initiative (as defined below); and

WHEREAS, the Supply San Antonio Initiative (the “Initiative”) began in December 2022, after the completion of the Procurement Playbook by researchers from the Aspen Institute and Drexel University’s Metro Finance Lab, in order to support a more coordinated, accessible and effective procurement system to develop small businesses in the San Antonio region and help them successfully bid on and win public contract awards, as well as to report Participant solicitation, bid, award, and payment data for prime and sub-contractors/suppliers/consultants annually for measuring the success of joint efforts; and

WHEREAS, Participants agree that it is in the best interest of the Participants, the small business community, and the SCTRCA that the frameworks of both the SCTRCA and the Initiative be merged and hereby contract and agree with one another to fund the SCTRCA which shall, hereafter, do business as “Supply SA”, and agree that it will be, pursuant to Section 791.013 of the Act, authorized to perform the services contracted for hereunder and to hold legal title to and manage the assets, affairs, funds, and property, now or hereafter acquired or held by it pursuant to this Agreement, all for the benefit of Participants and other Qualified Entities, as may from time to time become Participants; and.

WHEREAS, Participants further agree that a coordinated effort for the public reporting of procurement and spending data is a critical component of monitoring and evaluating the effectiveness of the Initiative.

NOW THEREFORE, the Participants, in consideration of the premises and other good and valuable consideration, hereby contract and agree as follows:

I. PURPOSE

- 1.1 The Participants agree that the purpose of this Agreement is for: (a) collaboration on the Initiative; (b) authorizing the provision of services by Supply SA (including those related to the Initiative); and (c) for authorizing the provision of services to manage Supply SA as administered and implemented as described herein.
- 1.2 Supply SA is organized as a 501(c)(3) non-profit corporation for the benefit of participating Qualified Entities under the Act solely for public purposes, and no part of its net income shall accrue or be paid for the benefit of any private party except in the ordinary course of business for goods and services in furtherance of Supply SA’s corporate purposes for the benefit of the Participants.
- 1.3 In performing its powers and duties, Supply SA will at all times be acting as the duly constituted authority and instrumentality of the Participants and as an organization performing essential governmental functions under and in conformance with the purposes of Section 115 of the Internal Revenue Code of 1986, as amended.

II. PARTICIPANTS

- 2.1 The Participants to this Agreement are the Alamo Colleges District, Bexar County, Brooks Development Authority, City of San Antonio, CPS Energy, Edwards Aquifer Authority, Opportunity Home San Antonio, Port Authority of San Antonio, San Antonio Independent School District, San Antonio River Authority, San Antonio Water System, University Health, University of Texas Health Science Center at San Antonio, The University of Texas at San Antonio, Texas A&M University - San

Antonio, and VIA Metropolitan Transit (collectively, the “Initial Participants”) and such other local governmental agencies with jurisdictional boundaries within a portion of Atascosa, Bandera, Bexar, Comal, Frio, Guadalupe, Kendall, Kerr, McMullen, Medina, Uvalde, and Wilson Texas Counties or Qualified Entities subsequently approved by the Board of Directors as provided herein.

- 2.2 Any Qualified Entity under the Act may become a Participant in this Agreement provided that said entity (1) applies to become a Participant and is approved by the Board of Directors, (2) agrees to and executes this Agreement, as may be amended from time to time, and (3) contributes its requisite annual fee as stipulated in Article V of this Agreement towards the budget of Supply SA.

III. TERM

- 3.1 This Agreement shall become effective on the date that at least two Participants named herein execute this Agreement (the “Effective Date”). This Agreement shall remain in force and effect as long as there are two or more Participants to this Agreement, and so long as the Annual Budget of Supply SA is funded as provided for herein.
- 3.2 The Participants intend that certain Supply SA services not related to certification activities be commenced as a pilot, in order to evaluate whether collaboration under this Agreement best supports the goals outlined in the framework of the Initiative. By entering into this Agreement, the Initial Participants commit to participating for at least, the first two years of the Agreement (including funding contributions), beginning on the Effective Date (the “Pilot Period”), and shall continue participating thereafter, subject to the budgetary approval process of each Participant, unless (1) Participant withdraws in accordance with Article IX of this Agreement, (2) Participant is removed by act of the Board of Directors, or (3) the Initiative is terminated, as provided for herein.

IV. RESPONSIBILITIES OF PARTICIPANTS

- 4.1 Each Participant hereby agrees to contribute funding for costs associated with Supply SA in accordance with Article V of this Agreement and as set out in the Annual Contributions, as defined below and as updated for each Supply SA fiscal year, and attached hereto as Attachment A which is incorporated herein as if set forth in full.
- 4.2 Each Participant agrees to designate a representative to serve on the Board of Directors for oversight and governance of Supply SA in accordance with Article VI of this Agreement.
- 4.3 Participants shall, to the extent consistent with applicable federal, state, and local law, promote the cooperation, coordination, and leveraging of resources among public organizations, community organizations, and private businesses involved in Supply SA.
- 4.4 Data Sharing. Participants shall, to the extent consistent with applicable federal, state, and local law, provide relevant procurement and spending data as requested by any

third-party consultant contracted with by Supply SA for performing data collection, analysis, and reporting as well as for purposes of monitoring and evaluating the effectiveness of the Initiative. Data shared by Participants shall be considered public information pursuant to the Texas Public Information Act, as amended, except as described in this Section. Access to information is permitted only for legitimate operations performed by Supply SA and its consultant(s). To the extent information is requested by Supply SA and/or its third-party consultant and is considered “confidential” by the affected Participant, it shall be clearly marked as such (“Confidential Information”) by the disclosing Participant. Supply SA shall require the consultant to take reasonable measures to prevent unauthorized disclosure of the Confidential Information and Supply SA shall include confidentiality and non-disclosure provisions in its consulting agreement prohibiting the consultant from disclosure, distribution, photographing, copying, reprinting, altering, selling, assigning, editing, modifying, or creating derivative works of any of the Confidential Information without prior written consent obtained from the disclosing party unless such Confidential Information is delivered or reported in an aggregated unidentified non-specific report, which shall be approved by Supply SA prior to its disclosure. The sharing of Confidential Information, as provided herein, does not constitute a public disclosure of Confidential Information or a waiver of any exception to public disclosure under the Texas Public Information Act.

Ownership. All confidential information and other data of a disclosing Party (collectively, a “**Disclosing Party’s Data**”) that Supply SA, its consultant or a Participant receives, has access to, or otherwise obtains by virtue of the transactions contemplated by this Agreement and any results of processing such Disclosing Party’s Data or derived in any way therefrom shall at all times remain the exclusive property of the disclosing Party, and the receiving Party shall acquire no right or interest in such Disclosing Party’s Data other than the right to use in connection with this ILA. Confidential information and Disclosing Party’s Data shall not include any information or data that (a) was rightfully known to the receiving Party prior to receiving the information from the disclosing Party, as demonstrated by the receiving Party’s records; (b) was or becomes publicly available through no fault of the receiving Party or any third party under a continuing obligation of confidentiality; (c) is disclosed with the prior written approval of the disclosing Party; or (d) is determined by law, regulation, or by a court with competent jurisdiction to be public information.

- 4.5 Public Information. Participants shall comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access, and retention thereof. All records created pursuant to this ILA are subject to the requirements of the Texas Public Information Act. To the extent that a request for information is received by a Participant and the release of such information may implicate the interests of another Participant(s), the request shall be transmitted to such affected Participant(s) within two (2) working days so that the Participant can determine if it wishes to submit arguments to the Texas Attorney General.

Any request for information received by Supply SA will be handled in accordance with agency bylaws, as approved by the Board and in accordance with the Texas Public Information Act. To the maximum extent permitted by law, Supply SA shall

safeguard business information submitted to it for certification-related activities and any request for such shall be transmitted to the affected businesses within ten (10) days of receipt to allow the business an opportunity to submit its arguments to the Texas Attorney General.

- 4.6 Each Participant shall advise within three (3) business days, in writing, other Participants of any claim related to or arising from its obligations pursuant to this Agreement.
- 4.7 Each Participant that is designated as a recipient or sub-recipient of federal funds shall ensure compliance with all applicable federal laws, rules and regulations for governing documents and ownership, access, release, and retention applicable to it in accordance with regulations of the U.S. Department of Transportation, 49 CFR 23.

V. FUNDING

- 5.1 Each Participant, by its execution hereof, agrees to and shall contribute to the Annual Budget of Supply SA out of currently available funds, its respective applicable annual contribution as delineated in Attachment A (the "Contribution"). Amendments to the funding levels in Attachment A may be considered annually by the Board of Directors, based upon the requirements of Supply SA and subject to the budgetary approval process of each Participant. Participants will be notified of any amendment to the Contribution levels by May 31 of each year and the Contribution shall be due annually no later than October 31 of each year. For Participants executing this Agreement after the beginning of Supply SA's fiscal year, the initial sum to be contributed shall be that pro rata portion of the applicable Contribution which represents the remaining months of Supply SA's current fiscal year.
- 5.2 In the event one or more Contribution commitments are unmet or withdrawn, Participants shall use their best efforts to ensure that Annual Budget deficits are shared by remaining Participants on a pro rata basis, in accordance with Participants' most recent Contribution ratio, up to a maximum shortfall of 33%, and subject to the budgetary approval process of each Participant. Participants will have forty-five (45) days from receipt of the notice of Contribution increase, due to commitments being unmet or withdrawn, to provide written notice of rejection of the increase or the Contribution increase will be deemed accepted. All Participants providing a notice of rejection will be deemed to have withdrawn for purposes of Article IX of this Agreement.
- 5.3 Supply SA shall, at all reasonable times, provide Participants the right to inspect, examine and/or audit any and all books, documents and records, financial or otherwise, relating to this Agreement or compliance herewith. Moreover, all disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to Participants that are local governments. Should the allegations underlying an ad hoc audit or investigation requested by a Participant be determined unsubstantiated by the auditor/investigator upon its completion, the requesting Participant shall be responsible for the associated cost of the audit/investigation.

VI. BOARD OF DIRECTORS

- 6.1 Activities for Supply SA shall be overseen by a Board of Directors (the “Board”), which shall consist of the chief executive officer (“CEO”) of each Participant, or their designated direct report which shall have direct oversight for procurement or small business programs (“Designated Alternate”). Each CEO or their Designated Alternate shall have one vote at all regularly or specially set meetings of the Board (or its working groups, committees, or subcommittees). The Board of Directors shall have all of the powers allowed by the Act, as amended, and the powers of a non-profit corporation allowed by federal, state or local law, including but not limited to those responsibilities set out in 6.2 below.
- 6.2 The Board of Directors shall:
- a. Meet at least quarterly and at such other times as is necessary to ensure the implementation of Supply SA and its operations. Participant CEOs, and/or their Designated Alternate, if applicable, must attend:
 - (i) The year-end financial review and program evaluation update meeting (anticipated to be in January).
 - (ii) The mid-year budget update and annual budget forecast meeting (anticipated to be in April).
 - (iii) The adoption of the annual budget and strategic goals meeting (anticipated to be in July).
 - (iv) The adoption of the annual workplan and communications plan (anticipated to be in October).
 - b. Produce an annual budget for each fiscal year (October 1 – September 30) (“Annual Budget”), subject to individual Contribution approval of each Participant and then approve the Annual Budget, as modified, by a majority vote of a quorum of the Board, (“Approved Annual Budget”);
 - c. Establish multiple tiers of Contributions for the funding by the Participants of the Annual Budget to be attached to this Agreement as Attachment A, as may be considered annually for amendment by the Board of Directors;
 - d. Approve annual strategic goals, a marketing plan and a Supply SA workplan for each fiscal year;
 - e. Establish ad hoc working groups or subcommittees, as needed, which may be comprised of non-Board members with specialized areas of expertise of benefit to Supply SA;
 - f. Receive and review applications of Qualified Entities seeking to participate in this Agreement and approve new Participants, if and as appropriate;
 - g. Consider removal of Participants that fail to meet an obligation set forth in this Agreement;
 - h. Elect from its Board, for two-year terms, its leadership to include officers as the Board deems appropriate;
 - i. Provide policy guidance related to procurement, contracting, and SBE, ESBE, DBE, MBE, WBE, DIBE, VBE & HUB certification procedures (in alignment with the TUCP MOA and Title 49 Parts 23 and 26 of the Code of Federal Regulations, if applicable) and best practices;
 - j. Support the implementation of recommended policy and procedure changes within the Participants’ respective agencies, to the greatest extent feasible per applicable laws and agency policies, as determined by the Initiative to be best

practices. With regard to contracting certifications, each Participant may accept or reject a certification based upon the needs of the Participant, including its respective SBE, ESBE, DBE, MBE, WBE, DIBE, VBE & HUB programs as appropriate.

- k. Adopt and maintain corporate bylaws;
- l. Hire an Executive Director who is responsible for the day-to-day operation of Supply SA within the Approved Annual Budget and staffing guidelines as established by the Board. The Executive Director shall be evaluated for performance in October of each year;
- m. Adopt and maintain rules governing the process for granting certification and addressing appeals (in accordance with the TUCP MOA and all applicable law, including Title 49 Parts 23 and 26 of the Code of Federal Regulations) filed by SBE, ESBE, DBE, MBE, WBE, DIBE, VBE & HUB applicants who have been denied certification. ;
- n. Establish a bank account and delegate the responsibility of maintaining the bank account to the Executive Director, who shall provide financial reports on a quarterly basis or as requested by the Board;
- o. Approve contracts reasonably necessary for the operation of Supply SA, consistent with the Approved Annual Budget. The Executive Director shall be responsible for all procurement and negotiation activities, in coordination with Supply SA's legal counsel, to present for Board approval;
- p. Require the Executive Director to obtain, at a minimum, bi-annual financial and operational audits (including certification audits) conducted by an independent auditing firm. A copy of the audit report and management letter and/or action plan prepared as a result of the audit shall be presented to the Board annually;
- q. Designate two (2) Board officers, as specified in the bylaws, to jointly approve, in writing, unbudgeted expenditures greater than \$2,000 and up to \$15,000.00 per transaction, which shall be reported to the Board at its next meeting. The Executive Director shall be authorized to approve unbudgeted expenditures up to \$2,000 per transaction, which shall be reported to the Board at its next meeting;
- r. Approve a lease for office space consistent with the Approved Annual Budget. The Executive Director shall be responsible for the identification and negotiation of all lease proposals and submit the proposals to the Board for consideration and approval;
- s. Authorize the filing of documents necessary for Supply SA to file the d/b/a for Supply SA and to otherwise perform its duties and maintain the powers and protections granted to Supply SA as a Texas non-profit corporation, for purposes consistent with this Agreement;
- t. Require the Executive Director to employ staff whose duties shall include evaluating SBE, ESBE, DBE, MBE, WBE, DIBE, VBE & HUB applicants for certification approval or denial and other duties necessary to ensure conformance with certification policies and procedures, TUCP MOA, and Title 49 Parts 23 and 26 of the Code of Federal Regulations;
- u. Require the Executive Director to undergo business certification and procurement related training, and ensure agency certification staff are trained, in accordance with the TUCP MOA;
- v. Require the Executive Director to serve on the TUCP Executive Committee;
- w. Require the Executive Director to maintain a robust, no-cost, and easily accessible real-time public directory to identify SBE, ESBE, DBE, MBE, WBE, DIBE, VBE & HUBs in accordance with the TUCP MOA; and

- x. Consider and adopt activities for the success of Supply SA, in addition to those listed in this Section 6.2, so long as the new/additional activities are in furtherance of Supply SA's mission and corporate purpose, are not in conflict with this Agreement, TUCP MOA, and Title 49 Parts 23 and 26 of the Code of Federal Regulations, and are approved by a three-fourths vote of the Board at a meeting in which a quorum is present. Adoption of additional activities shall require amendment to the Supply SA By-Laws to incorporate said activities.
- 6.3 A simple majority of the Board of Directors currently serving shall constitute a quorum for the transaction of business at any meeting of the Board. The vote of a majority of the Board members present and voting at a meeting, at which a quorum is present, shall be sufficient to constitute the act of the Board. Notice of any meetings of the Board of Directors shall be provided to the Participants at least five (5) business days before the meeting.
- 6.4 To avoid a conflict of interest, any voting member of the Board whose organization is directly involved with the development and/or implementation of a contract to be funded by Supply SA shall declare any potential conflict at each Board meeting when the proposal or contract is discussed. This declaration will be recorded in the meeting minutes, and the Board member in question shall refrain from further participating, including but not limited to discussing or voting on matters pertaining to the proposal or contract.

VII. ACCESSIBILITY OF RECORDS

- 7.1 At any time during normal business hours and, as often as any of the Participants may deem necessary, upon three (3) business days' written notice, Supply SA shall make all relevant records pertaining to this Agreement available to the Participant or any of its authorized representatives and shall permit the Participant, or any of its authorized representatives, for the purposes of auditing, monitoring, evaluating, coordinating, or investigating, make copies of any and all Supply SA's books, records and files on the objectives covered by this Agreement, in whole or in part, except for vendor certification records. Any Participant requesting copies for inspection shall be responsible for costs related thereto.
- 7.2 All such records shall continue to be available for inspection and audit for a period of four (4) years after the termination date of this Agreement. However, if an audit or investigation of Supply SA begins during the course of this four-year period, then Supply SA is required to maintain said records until such time as the audit or investigation is completely finished and deemed final by any auditing or investigating entity or its processes.

VIII. AMENDMENT

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the Parties and authorized by the Parties' respective governing bodies where required.

IX. WITHDRAWAL

- 9.1 A Participant may withdraw from Supply SA at any time following the Pilot Period without liability for further Contributions by giving written notice of its intent to withdraw from Supply SA to each other Participant not less than six (6) months before the start of Supply SA's next fiscal year.
- 9.2 A Participant shall be deemed to have withdrawn from Supply SA by failing to comply with Article V of this Agreement unless the Board of Directors waives this requirement and the Participant cures its failure to comply in the manner and time set by the Board.

X. DISSOLUTION

Upon termination of Supply SA by the Board of Directors, assets remaining after provision of payment of all liabilities of Supply SA shall be distributed to Participants on a pro-rata basis according to each Participant's most recent Contribution ratio and in accordance with applicable law. Supply SA shall terminate services for the administration of DBE/ACDBE certification services in accordance with the TUCP Memorandum of Agreement.

XI. NOTICE

Unless specifically provided for otherwise, any notice required or permitted to be given under this Agreement shall be given in writing via email and sent via certified mail or a nationally recognized mailing/shipping service, with return receipt requested and postage prepaid to each Participant at the address of each Participant's designated representative. Notice will be deemed to have been received at the time shown in a delivery confirmation report generated by the sender's email system, which indicates delivery of the email to the Participant's email address has been completed, if sent via email, and within three (3) business days of the date the notice is sent, if sent via certified mail or via a nationally recognized courier.

XII. CONFLICT OF INTEREST

- 12.1 No officer or employee of any Participant shall have any financial interest, directly or indirectly, in this Agreement.
- 12.2 No officer or employee of Participant shall have any direct financial interest in any business seeking to provide goods or services under the Initiative, without prior full disclosure to the Board and recusal from any purchasing process related to such business entity. No officer or employee of Supply SA shall have any financial interest, directly or indirectly, in any business seeking certification from the agency, without full prior disclosure to the Board and removal from the process and/or appeal of the certification of that particular business entity.

XIII. VENUE AND GOVERNING LAW

The Parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and that venue is proper and lies exclusively in Bexar County, Texas.

XIV. ASSIGNABILITY

This Agreement is non-assignable and any all attempt to assign by any party shall be void and have no effect.

XV. LIABILITY

15.1 Supply SA shall be solely responsible and liable for any activities it undertakes, and Participants shall not be financially responsible or liable to Supply SA or any party contracting with Supply SA, in any manner, except to the extent of a Participant's Contribution to the Annual Budget of Supply SA.

15.2 The provisions of this Section shall neither constitute a waiver of any governmental immunity available to a Participant under Texas law, nor a waiver of any defenses of the Parties under Texas law. The provisions of this Section are solely for the benefit of the Participants and not intended to create or grant any rights, contractual or otherwise, in any person or entity.

XVI. INCORPORATION OF EXHIBITS

All exhibits referred to herein and attached hereto are intended to be, and hereby are, specifically made a part of this Agreement. The exhibit is as follows:

Supply SA Annual Contributions

Attachment A

XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future laws then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision had not been contained herein. In lieu of such clause or provision in this Agreement that is invalid, illegal, or unenforceable, the Parties intend that there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be legally and validly enforceable.

XVIII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XIX. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to create and does not create any rights in or benefits to any third party.

XX. NO JOINT VENTURE

This Agreement is not intended to and shall not create a joint enterprise between Participants or between Participants and Supply SA. The personnel of one Participant or of

Supply SA shall not be considered employees, agents, partners, joint ventures, or servants of any other Party to this Agreement. Participants are undertaking governmental functions under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose.

XXI. AUTHORIZATION

21.1 This Agreement is entered into by duly authorized representatives of each respective Participant. Each person signing this Agreement hereby confirms for the benefit of other Parties to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance here have been obtained by or on behalf of that Party.

21.2 The signer of this Agreement for each respective Participant further represents, warrants, assures, and guarantees that he or she has full legal authority to execute this Agreement on behalf of Participant and to bind Participant to all terms, performances and provisions herein contained.

XXII. INSURANCE

Supply SA shall insure against all reasonably anticipated insurable liabilities. Certificates of insurance shall be provided to all Participants and shall name them as additional insured. All insurance shall be written by an insurance company authorized to do business in Texas and shall be in form and content satisfactory to the Participants. All insurance shall be provided by insurance companies with the Best's Rating of A- or better. Policies and/or certificates shall specifically provide that a thirty-day written advance notice of cancellation, non-renewal, or material change shall be sent to the Executive Director and to the Board.

XXIII. SUPERSEDES PRIOR AGREEMENTS

Except as otherwise provided in this Agreement, this Agreement, along with any other agreement or instrument delivered pursuant to this Agreement, supersedes any prior agreement between or among some or all of Participants and SCTRCA concerning the SCTRCA, including the Existing ILAs.

XXIV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts by the execution of a separate signature page by each Participant, indicating the date of the actual execution by each Participant and after full execution hereof in such manner, the Agreement shall be deemed to be one and the same instrument.

-----Signature Page to Follow-----

EXECUTED on this the _____ day of _____, 2024

Accepted by Participating Entity:

Entity Name

Erik Walsh, City Manager

Address:

100 Military Plaza, San Antonio, Texas 78205

ATTACHMENT A
SUPPLY SA ANNUAL CONTRIBUTIONS

Note: the contributions outlined below are tentative – subject to relevant Board approval(s) from participating agencies.

| Supply SA Annual Contributions – Funding Allocations by Participant | | | |
|--|---------------------------|----------------------------|----------------------------|
| Participant | Contribution Ratio | FY2025 Contribution | FY2026 Contribution |
| City of San Antonio | 10% | \$125,432 | \$112,321 |
| Bexar County | 10% | \$125,432 | \$112,321 |
| CPS Energy | 10% | \$125,432 | \$112,321 |
| San Antonio Water System | 10% | \$125,432 | \$112,321 |
| VIA Metropolitan Transit | 10% | \$125,432 | \$112,321 |
| University Health | 10% | \$125,432 | \$112,321 |
| Opportunity Home | 4% | \$50,173 | \$44,928 |
| Port San Antonio | 4% | \$50,173 | \$44,928 |
| San Antonio River Authority | 4% | \$50,173 | \$44,928 |
| Brooks | 4% | \$50,173 | \$44,928 |
| Alamo Colleges | 4% | \$50,173 | \$44,928 |
| Edwards Aquifer Authority | 4% | \$50,173 | \$44,928 |
| San Antonio Independent School District | 4% | \$50,173 | \$44,928 |
| University of Texas at San Antonio | 4% | \$50,173 | \$44,928 |
| UT Health Science Center | 4% | \$50,173 | \$44,928 |
| Texas A&M at San Antonio | 4% | \$50,173 | \$44,928 |
| Total Contributions | 100% | \$1,254,322 | \$1,123,206 |

After FY 2026, annual contributions are subject to various increases (due to factors such as inflation, competitive hiring environments, scope adjustments, etc.) as proposed by the Executive Director and approved by the Board of Directors.