



Executive Committee | Agenda

10 a.m., Wednesday, July 10, 2024

CAPCOG Lantana Room

6800 Burleson Rd., Bldg. 310, Suite 155

Austin, Texas 78744

Mayor Lew White, *City of Lockhart*, **Chair**
Judge Brett Bray, *Blanco County*, **1st Vice Chair**
Mr. Matthew Baker, *City of Round Rock*, **2nd Vice Chair**
Judge Ron Cunningham, *Llano County*, **Secretary & Parliamentarian**
Judge James Oakley, *Burnet County*, **Immediate Past Chair**
Council Member Mackenzie Kelly, *City of Austin*
Commissioner Clara Beckett, *Bastrop County*
Mayor Lyle Nelson, *City of Bastrop*
Council Member Kevin Hight, *City of Bee Cave*
Commissioner Joe Don Dockery, *Burnet County*
Judge Hoppy Haden, *Caldwell County*
Judge Dan Mueller, *Fayette County*
Council Member Ron Garland, *City of Georgetown*

Mayor Pro Tem Steve Hougen, *City of Granite Shoals*
Commissioner Walt Smith, *Hays County*
Ms. Esmeralda Mattke Longoria, *City of Leander*
Commissioner Steven Knobloch, *Lee County*
Mayor Pro Tem Doug Weiss, *City of Pflugerville*
Mayor Jane Hughson, *City of San Marcos*
Ms. Janice Bruno, *City of Smithville*
Mr. Brandt Rydell, *City of Taylor*
Judge Andy Brown, *Travis County*
Commissioner Ann Howard, *Travis County*
Commissioner Russ Boles, *Williamson County*
Commissioner Cynthia Long, *Williamson County*
Senator Pete Flores
Representative Stan Gerdes
Representative Vikki Goodwin

1. **Call to Order and Opening Remarks by the Chair**
2. **Consider Approving Minutes for the June 12, 2024, Meeting**
3. **Consider Awarding an Additional \$159K for FY 2024 Senior Congregate Meal Funding**
Jennifer Scott, Director of Aging Services
4. **Consider Approving Grant Application for Healthy Brain Initiative to Support Individuals with Alzheimer's Disease and Related Dementias**
Jennifer Scott, Director of Aging Services
5. **Consider Approval of Interlocal Agreement with Texas Transportation Institute (TTI) for On-Road Emissions Inventory Development**
Anton Cox, Air Quality Program Manager
6. **Consider Approving Committee Appointments**
Betty Voights, Executive Director
7. **Staff Reports**
Betty Voights, Executive Director
8. **Adjourn**

A closed executive session may be held on any of the above agenda items when legally justified pursuant to Subchapter D of the Texas Open Meetings Act (Texas Government Code Chapter 551).



Executive Committee | Summary Minutes

10 a.m., Wednesday, June 12, 2024
6800 Burleson Road
Building 310, Suite 155
Austin, TX 78744

Present (20)

Mayor Lew White, City of Lockhart, **Chair**
Judge Brett Bray, Blanco County, **1st Vice Chair**
Mr. Matthew Baker, City of Round Rock, **2nd Vice Chair**
Judge Ron Cunningham, Llano County, **Secretary & Parliamentarian**
Judge James Oakley, Burnet County, **Immediate Past Chair**
Commissioner Clara Beckett, Bastrop County
Mayor Lyle Nelson, City of Bastrop
Council Member Kevin Hight, City of Bee Cave
Commissioner Joe Don Dockery, Burnet County

Council Member Ron Garland, City of Georgetown
Mayor Pro Tem Steve Hougen, City of Granite Shoals
Commissioner Walt Smith, Hays County
Ms. Esme Mattke Longoria, City of Leander
Commissioner Steven Knobloch, Lee County
Mayor Pro Tem Doug Weiss, City of Pflugerville
Ms. Janice Bruno, City of Smithville
Mr. Brandt Rydell, City of Taylor
Commissioner Cynthia Long, Williamson County
Commissioner Russ Boles, Williamson County
Representative Vikki Goodwin

Absent (6)

Council Member Mackenzie Kelly, City of Austin
Judge Hoppy Haden, Caldwell County
Judge Dan Mueller, Fayette County

Mayor Jane Hughson, City of San Marcos
Judge Andy Brown, Travis County
Commissioner Ann Howard, Travis County

1. **Call to Order and Opening Remarks by the Chair**

Mayor White called the meeting to order at 10:03 a.m.

2. **Consider Approving Minutes for the May 8, 2024, Meeting**

Mayor White asked the board to consider approving the May 8, 2024, meeting minutes. Commissioner Long made a motion to approve the minutes. Ms. Bruno seconded the motion. It passed unanimously.

3. **Consider Awarding Benefits Insurance Brokerage Contract to HUB International Andrew Hoekzema, Deputy Executive Director**

Mr. Hoekzema asked the board to consider awarding a 17-month contract for benefit consulting services from HUB International from September 1, 2024 - March 31, 2026. The total estimated cost will be \$41,727, including \$34,808 for existing services and approximately \$6,919 for new services.

This new set of services will include the addition of a new consolidated benefit enrollment and management system and should significantly reduce the administrative burden associated with enrolling 70 employees in 10 different benefits programs, as well as the billing reconciliation process that occurs each month.

Due to the timing of the end of the current contract, which is August 31, 2024, and our desire not to run the risk of needing to change brokers right before open enrollment for 2025 starts, we decided to procure this contract through a cooperative purchasing agreement that HUB has with the Region 10 Educational Service Center (ESC), a state agency under the Texas Education Code.

Mayor White asked for a vote to approve the awarding of a 17-month contract for benefit consulting services from HUB International from September 1, 2024 - March 31, 2026. Judge Oakley made a motion to approve. Commissioner Long seconded the motion. It passed unanimously.

4. Consider Approving Committee Appointments

Betty Voights, Executive Director

Ms. Voights asked the board to consider approving the committee appointment of Williamson County Emergency Management Director, Bruce Clements, to the Homeland Security Task Force. He will be replacing Shantelle Dunn Branon, Interim Director.

Mayor White asked for a motion to approve the committee appointment of Emergency Management Director, Bruce Clements, to the Homeland Security Task Force. Commissioner Dockery made a motion to approve. Judge Cunningham seconded the motion. It passed unanimously.

5. Executive Session: Section 551.074 Personnel Matters

Executive Committee Board Members

Edith Wieder, CAPCOG HR Manager

This agenda item is posted in accordance with Article V, Section 551.074 which allows for deliberations of this board in closed session to discuss employment of an executive director. Section 551.011 allows the governmental body to deliberate public business for which that body has supervision or control and take formal action if necessary. The purpose of this item is to allow the Recruitment and Hiring Committee to discuss the employment of a new executive director no later than September 1, 2024.

Mayor White made an announcement at 10:09 a.m. to begin the closed executive session and reopened the meeting at 10:23 a.m., at which time he asked the board to take a public vote on the hiring of Mr. Chris Miller, who will be assuming the role of CAPCOG Executive Director, effective September 1, 2024.

Commissioner Long made a motion to approve the hiring of Mr. Chris Miller. Mr. Baker seconded the motion. It passed unanimously.

6. Staff Reports

Betty Voights, Executive Director

Ms. Voights shared the following with the board:

- Caregiver Guides are provided today courtesy of our Aging Services staff.
- County road inventories- it is once again time for these so if you would like CAPCOG to handle your county's, the forms are due July 12, 2024, to delegate the work to CAPCOG.
- Wildfire Summit- confirmed for June 28, 2024, at the J.J. Pickle Conference Center
- BPOC registrations are open- next BPOC scheduled to start December 2, 2024
- The LEEC will be meeting today at 2 p.m. — Chase Stapp from TML, who does law enforcement outreach, will be presenting on HB 3, which will require armed security officers on school campuses.

Regarding the BPOC, Judge Bray said he had heard comments about the AACOG academy in San Antonio providing more certifications than the CAPCOG academy and he wondered why. Ms. Voights commented that, while we prioritize the TCOLE curriculum, there is some add-on training that is done to better prepare cadets for duty. She added that she believes we don't market well, and this needs more attention;

she said Tonya Domingo, the new academy coordinator, will be able to do more marketing for the academy.

7. **Adjourn**

Mayor White adjourned the meeting at 10:30 a.m.

Judge Ron Cunningham, Secretary
Executive Committee
Capital Area Council of Governments

Date

EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 10, 2024

AGENDA ITEM: 3. Consider Awarding an Additional \$159K for FY 2024 Senior Congregate Meal Funding

GENERAL DESCRIPTION OF ITEM:

CAPCOG's Aging Services division funds congregate meal services for seniors through sub-grants to four providers across the region. In March, the Executive Committee awarded FY 2024 funding for all four providers based on the number of meals CAPCOG funded in FY 2023. Due to the availability of extra congregate meal funding for FY 2024 and the projected number of eligible meals the providers are on track to serve through the end of September, we are proposing awarding an additional \$158,702.80 in congregate meal funding as shown in the table below.

Provider	Existing Amount	Increase	Updated Amount
Combined Community Action (CCA)	\$104,172.80	\$10,627.20	\$114,800.00
Hill Country Combined Community Action (HCCAA)	\$11,824.40	\$4,575.60	\$16,400.00
Meals on Wheels Central Texas (MOWCT)	\$546,915.40	\$141,884.60	\$688,800.00
Opportunities for Williamson and Burnet Counties (OWBC)	\$145,984.60	\$1,615.40	\$147,600.00
TOTAL	\$808,897.20	\$158,702.80	\$967,600.00

For context, CAPCOG has about \$3.5 million in congregate meal funding available for FY 2024. The counties each provider serves are listed below:

- CCA: Bastrop, Blanco, Caldwell, Fayette, Hays, and Lee Counties
- HCCAA: Llano County
- MOWCT: Travis County
- OWBC: Burnet and Williamson Counties

THIS ITEM REPRESENTS A:

- ☐ New issue, project, or purchase
- ☐ Routine, regularly scheduled item
- ☒ Follow-up to a previously discussed item
- ☐ Special item requested by board member
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER:

Jennifer Scott, Director of Aging Services

BUDGETARY IMPACT:

Total estimated cost: \$158,702.80

Source of Funds: Texas Health and Human Services Commission, Title III-C1 Congregate Meal Funding

Is item already included in fiscal year budget? ☒ Yes ☐ No

Does item represent a new expenditure? ☐ Yes ☒ No

Does item represent a pass-through purchase? ☐ Yes ☒ No

If so, for what city/county/etc.? n/a

PROCUREMENT: n/a

ACTION REQUESTED:

Consider awarding an additional \$158,702.80 in congregate meal funding as indicated in the agenda item

BACK-UP DOCUMENTS ATTACHED: None

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting): None

EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 10, 2024

AGENDA ITEM: 4. Consider Approving Grant Application for Healthy Brain Initiative to Support Individuals with Alzheimer's Disease and Related Dementias

GENERAL DESCRIPTION OF ITEM:

CAPCOG's Aging and Disability Resource Center (ADRC) has applied to the Request for Application (RFA) issued by The Texas Department of State Health Services (DSHS). The funding is to Increase the Local Dementia Support (GILDS) program to provide support to (1) persons with Alzheimer's Disease and Related Dementias (ADRD); (2) their Caregivers; and (3) promote Early Detection and Diagnosis.

The ADRC will partner with the Alzheimer's Association to provide educational opportunities for Caregivers and to facilitate enhanced collaboration between existing resources, and to support the priorities and strategies in the Healthy Brain Initiative, State and Local Public Health Partnerships to address Dementia: The 2023-2027 Road Map.

DSHS will award 10 grants, between \$100,000-150,000 per award with the possibility of an additional four (4) years of funding. The RFA was released on May 17, 2024, and applications are due on June 28th, 2024. Due to the timing of the application deadline, the ADRC had to submit the request for funding prior to the July Executive Committee Meeting. The application can be withdrawn if requested by the Executive Committee.

THIS ITEM REPRESENTS A:

- ☒ New issue, project, or purchase
- ☐ Routine, regularly scheduled item
- ☐ Follow-up to a previously discussed item
- ☐ Special item requested by board member
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER:

Jennifer Scott, Director of Aging Services

BUDGETARY IMPACT:

Total estimated cost: Approximately \$100,000 - \$150,000

Source of Funds: Texas Health and Human Services Commission, Department of State Health Services

Is item already included in fiscal year budget? ☐ Yes ☒ No

Does item represent a new expenditure? ☐ Yes ☒ No

Does item represent a pass-through purchase? ☐ Yes ☒ No

If so, for what city/county/etc.? n/a

PROCUREMENT: n/a

ACTION REQUESTED:

Consider approving ADRC's grant application in response to HHSC-DSHS-RFA # #HHS0014455

BACK-UP DOCUMENTS ATTACHED: None

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting): Grant information for Alzheimer's Disease and Related Dementia – Healthy Brain Initiative

EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 10, 2024

AGENDA ITEM: 5. Consider Approval of Interlocal Agreement with Texas Transportation Institute (TTI) for On-Road Emissions Inventory Development

GENERAL DESCRIPTION OF ITEM:

Under CAPCOG's 2024-2025 "Near-Nonattainment"/Rider 7 grant from the Texas Commission on Environmental Quality, CAPCOG has access to state funding to conduct air monitoring and emissions inventory development related to ground-level ozone (O₃) for the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA). CAPCOG's Statement of Work for this funding involves development of updated on-road emissions inventories using emission from Clean Air Coalition fleet vehicles. The proposed scope of work is intended to aid CAPCOG with the collection and evaluation of fleet vehicle data and using these data, develop emissions rates necessary for developing on-road emissions inventory for fleet activity.

THIS ITEM REPRESENTS A:

- ☒ New issue, project, or purchase
- ☐ Routine, regularly scheduled item
- ☐ Follow-up to a previously discussed item
- ☐ Special item requested by board member
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER:

Anton Cox, Air Quality Program Manager

BUDGETARY IMPACT:

Total estimated cost: \$120,000.00

Source of Funds: TCEQ Rider 7 "Near-Nonattainment" Grant

Is item already included in fiscal year budget? ☒ Yes ☐ No

Does item represent a new expenditure? ☒ Yes ☐ No

Does item represent a pass-through purchase? ☐ Yes ☒ No

If so, for what city/county/etc.? n/a

PROCUREMENT: Interlocal agreement

ACTION REQUESTED:

Consider approval of entering into an interlocal agreement with the Texas Transportation Institute to develop on-road emissions inventories under CAPCOG's Rider 7 "Near-Nonattainment" grant.

BACK-UP DOCUMENTS ATTACHED:

Draft Interlocal Agreement

BACK-UP DOCUMENTS NOT ATTACHED: None

Capital Area Council of Governments Interlocal Agreement for Fleet Vehicle Emissions Study

Sec. 1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.
- 1.2. The Texas A&M Transportation Institute ("TTI") is a member of the Texas A&M University System, and an agency of the State of Texas.
- 1.3. CAPCOG has received funding from the Texas Commission on Environmental Quality (TCEQ) that can be used to develop emissions inventories.
- 1.4. TTI is capable of providing technical assistance to CAPCOG by developing emissions inventory reports.
- 1.5. This agreement is entered into between CAPCOG and TTI pursuant to Texas Government Code chapter 791.
- 1.6. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.
- 1.7. Each CAPCOG and TTI being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

Sec. 2. Goods and Services

- 2.1. TTI agrees to provide CAPCOG with the goods and services described in Attachment A.

Sec. 3. Term of Agreement

- 3.1. The effective date of this agreement is upon execution or August 1, 2024, whichever is sooner, and ends, unless sooner terminated under Sec. 9, 10, or 11, on November 30, 2025, or extended by written mutual agreement of the Parties.

Sec. 4. Agreement Price and Payment Terms

- 4.1. CAPCOG agrees to compensate TTI for the goods and services provided under this Agreement, in a fixed price amount not to exceed \$120,000.00 as described in Attachment A.
- 4.2. TTI invoice to CAPCOG for work performed no more than monthly.
- 4.3. The invoices requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.
- 4.4. TTI agrees to certify each invoice as follows:

TTI certifies that this invoice is correct and complete and that the amount requested has not been received.

- 4.5. CAPCOG agrees to pay TTI the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the invoice and deliverables as specified in Attachment A

Sec. 5. Rights and Duties

- 5.1. To the extent authorized under Texas law, as to any judicial or administrative suit, claim, investigation, or proceeding (each a "Proceeding") brought by someone other than TTI that arises out of TTI's breach of this agreement or any negligent or intentional act of TTI under this agreement or any of the transactions contemplated under this agreement, TTI shall indemnify CAPCOG, its directors, officers, employees, and agents (collectively, "CAPCOG Indemnitees") against all (a) amounts awarded in, or paid in settlement of, the Proceeding, including any interest, and (b) any out-of-pocket expense incurred in defending the Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements (collectively, "Indemnifiable Losses") except to the extent that a CAPCOG Indemnatee negligently or intentionally caused those Indemnifiable Losses. To the extent authorized under Texas law, as to any Proceeding brought by someone other than CAPCOG that arises out of CAPCOG's breach of this agreement or any negligent or intentional act of CAPCOG under this agreement or any of the transactions contemplated under this agreement, CAPCOG shall indemnify TTI, The Texas A&M University System, its regents, officers, employees, students, and agents (collectively, "TTI Indemnitees") against all Indemnifiable Losses except to the extent that a TTI Indemnatee negligently or intentionally caused those Indemnifiable Losses.
- 5.2. For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that Party uses reasonable efforts to perform those obligations, (2) that Party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that Party complies with its obligations under this section. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this agreement.

Sec. 6. Compliance with Applicable Law and Policy

- 6.1. TTI agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

Sec. 7. Independent Contractor

- 7.1. TTI is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 8. Assignment and Subcontracting

- 8.1. TTI may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

Sec. 9. Records and Inspections

- 9.1. TTI agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. TTI agrees to maintain these records at TTI's office address described in Sec. 15.
- 9.2. Subject to the additional requirement of Sec. 9.3, TTI agrees to preserve the records for four years after receiving its final payment under this Agreement.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, TTI, agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.
- 9.4. CAPCOG is entitled to inspect and copy, during normal business hours at TTI's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.
- 9.5. CAPCOG is also entitled to visit TTI's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

Sec. 10. Proprietary or Confidential Information

- 10.1. All information in CAPCOG's possession is public information and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 10.2. If TTI believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, TTI must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that TTI will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of TTI's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be

disclosed. CAPCOG agrees to inform TTI of any request for disclosure of the information under the Texas Public Information Act.

Sec. 11. Termination of Agreement without Cause

- 11.1. Agreement may be terminated by either Party with a 60 day written notice delivered under the terms of Section 15.

Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds

- 12.1. TTI acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, TTI agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving TTI notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.
- 12.3. If this agreement is suspended or terminated for unavailability of funds under this Sec. 12, TTI is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to TTI for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

Sec. 13. Termination for Breach of Contract

- 13.1. If TTI or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching Party describing the breach and demanding corrective action. The breaching Party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.
- 13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

Sec. 14. Dispute Resolution

- 14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.
- 14.2. CAPCOG shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under

this chapter to Texas A&M Transportation Institute, Attn: Becky Carrabza, Director, Risk and Compliance, 1111 RELIS Parkway, Bryan, Texas 77807, email address: b-carranza@tti.tamu.edu.

- 14.3. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Sec. 15. Notice to Parties

- 15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (3) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.
- 15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director, bvoights@capcog.org.
- 15.3. TTI's address is Texas A&M Transportation Institute, 1111 RELIS Parkway, Bryan Texas 77807, Attention: awards@tamu.edu.
- 15.4. A Party may change its address by providing notice of the change in accordance with Sec. 15.1.

Sec. 16. Attachments

- 16.1. The following attachments are part of this agreement:
- Attachment A: Scope of Services
- Attachment B: Project Representatives and Records Location

Sec. 17. Miscellaneous

- 17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.
- 17.5. This Agreement is executed in duplicate originals.

Texas A&M Transportation Institute

Capital Area Council of Governments

By _____

Lesli Kerth

Associate Director

By _____

Betty Voights

Executive Director

Date: _____

Date: _____

DRAFT

Attachment A: Scope of Services

Background

Pursuant to Rider 7 to its fiscal year 2024-2025 budget the Texas Commission on Environmental Quality (TCEQ) awarded the Capital Area Council of Governments (CAPCOG) funding for 2024-2025 for ozone (O₃)-related monitoring and emissions inventory work for the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA) (Bastrop, Caldwell, Hays, Travis, and Williamson Counties). CAPCOG's Statement of Work (SoW) with TCEQ for 2024-2025 includes several emissions inventory projects that the Texas Transportation Institute (TTI) has agreed to assist with under Task 3.1.2.

Task 1: Fleet Emissions Monitoring Project

Under this task, TTI will collaborate with CAPCOG on a project aimed at implementing vehicle activity monitoring systems, data collection, and emissions estimation. Currently, CAPCOG plans to fund the installation and maintenance of telematic (also known as data loggers) monitoring devices across approximately 6,000 vehicles owned by various local governments. As part of this project, TTI will perform the following activities:

- a. Developing a data collection plan that will be submitted to TCEQ for approval as a Quality Assurance Project Plan (QAPP).
- b. Advise CAPCOG on which data elements will need to be collected, which equipment should be eligible for consideration, protocols for reporting, and other aspects of the data collection effort.
- c. Coordinate CAPCOG with the procurement of data loggers to be installed on the city fleets.
- d. Assist CAPCOG (and other interested organizations) in the configuration, installation, and data retrieval from the activity monitoring systems.
- e. Develop emissions rates necessary for developing on-road emissions inventory for fleet activity data collected through this project.
- f. Compile a spreadsheet or series of spreadsheets showing hourly emissions for each vehicle for September 1, 2024 – August 31, 2025, and a report documenting the work performed for this task.

Deliverable 1.1: Data Collection Plan

Due Date: August 31, 2024

Deliverable 1.2: Draft Report and MOVES Inputs, including exports to Microsoft Excel with inventory data

Due date: September 30, 2025

Deliverable 1.3: Final Report and MOVES Inputs, including exports to Microsoft Excel with inventory data

Due date: October 31, 2025

Cost estimate: \$120,000

Attachment B: Project Representatives and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to M-Venugopal@tti.tamu.edu and awards@tamu.edu.

Anton Cox
(Name)
Air Quality Program Manager
(Title)

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

Telephone No.: (512) 916-6036

Facsimile No.: (512) 916-6001

E-mail: acox@capcog.org

TTI Project Representative

The individual named below is the TTI Project Representative, who is authorized to give and receive communications and directions on behalf of TTI. All communications must be addressed to the TTI Project Representative or his or her designee, with a copy sent to awards@tamu.edu. The TTI Project Representative may indicate a designee through an e-mail to acox@capcog.org.

Madhusudhan Venugopal
(Name)
Research Engineer
(Title)

Texas A&M University Sponsored Research Services
400 Harvey Mitchell Parkway S. Suite 300
College Station, Texas 77845-4375.

Telephone No.: (817) 714-5855

Facsimile No.: N/A

E-mail: M-Venugopal@tti.tamu.edu

Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

Designated Location for Records Access and Review

TTI designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

Texas A&M University Sponsored Research Services
400 Harvey Mitchell Parkway S. Suite 300
College Station, Texas 77845-4375

EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 10, 2024

AGENDA ITEM: 6. Consider Approving Appointments to Advisory Committees

GENERAL DESCRIPTION OF ITEM:

This is the monthly item for filling positions on our Advisory Committees; please let us know if our staff can assist in identifying interested persons to serve. It is presumed that both city and county representatives will collaborate when making appointments.

THIS ITEM REPRESENTS A:

- ☐ New issue, project, or purchase
- ☒ Routine, regularly scheduled item
- ☐ Follow-up to a previously discussed item
- ☐ Special item requested by board member
- ☐ Other

PRIMARY CONTACT/STAFF MEMBER: **Teresa Williams, Senior Administrative Coordinator**

BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget? ☐ Yes ☐ No

Does item represent a new expenditure? ☐ Yes ☐ No

Does item represent a pass-through purchase? ☐ Yes ☐ No

If so, for what city/county/etc.? _____

PROCUREMENT: N/A

ACTION REQUESTED:

Approve any advisory committee recommendations.

BACK-UP DOCUMENTS ATTACHED:

N/A

BACK-UP DOCUMENTS NOT ATTACHED (to be sent prior to meeting or will be a handout at the meeting):

1. Executive Committee attendance roster
2. Advisory Committee attendance rosters