



## Executive Committee | Agenda

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10 a.m., Wednesday, August 14, 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 July 10, 2024, Meeting**
3. **Consider Awarding \$5.4 million in Senior Nutrition Funding for FY 2025**  
Jennifer Scott, Director of Aging Services
4. **Consider Adopting a Resolution Providing Signature Authority to Individuals for CAPCOG**  
Silvia Alvarado, Director of Finance
5. **Consider Adopting a Resolution Amending Authorized Representatives for the CAPCOG TexPool Fund Accounts**  
Silvia Alvarado, Director of Finance
6. **Consider Accepting the Quarterly Investment Report**  
Silvia Alvarado, Director of Finance
7. **Consider Adoption of Resolution Declaring September 2024 as CAPCOG Preparedness Month**  
Martin Ritchey, Director of Homeland Security
8. **Consider Accepting and Verifying the Completion of Cybersecurity Awareness Training for All CAPCOG Employees**  
Kelly Claflin, CISO/Director of Information Technology Services

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).

- 9. Consider Approval of Resolution for TXDOT Contract for FYs 2025-2026**  
**Charles, Director of Regional Planning and Services**
- 10. Consider Awarding Grants to Clean Air Coalition Member Organizations for Collecting Fleet Monitoring Data**  
**Anton Cox, Air Quality Program**
- 11. Consider Recommending Approval of the FY 2025 Annual Budget to the General Assembly**  
**Andrew Hoekzema, Deputy Executive Director**
- 12. Consider Recommending Nominating Committee Members to the General Assembly**  
**Betty Voights, Executive Director**
- 13. Final Report on Performance Evaluation of Executive Director**  
**Mayor Lew White, Chair**
- 14. Consider Approving Committee Appointments**  
**Betty Voights, Executive Director**
- 15. Staff Reports**  
**Betty Voights, Executive Director**
- 16. Adjourn**



## Executive Committee | Summary Minutes

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

### Present (19)

Mayor Lew White, City of Lockhart, **Chair**  
Judge Brett Bray, Blanco County, **1<sup>st</sup> Vice Chair**  
Mr. Matthew Baker, City of Round Rock, **2<sup>nd</sup> 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

Judge Hoppy Haden, Caldwell 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  
Mr. Brandt Rydell, City of Taylor  
Commissioner Cynthia Long, Williamson County  
Commissioner Ann Howard, Travis County

### Absent (5)

Council Member Mackenzie Kelly, City of Austin  
Judge Dan Mueller, Fayette County  
Mayor Jane Hughson, City of San Marcos

Ms. Janice Bruno, City of Smithville  
Judge Andy Brown, Travis County

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

Mayor White called the meeting to order at 10:16 a.m. and welcomed incoming Executive Director Chris Miller, who said he was excited to start as Executive Director CAPCOG in September.

#### 2. **Consider Approving Minutes for the June 12, 2024, Meeting**

Mayor White asked the board to consider the June 12, 2024, minutes. Commissioner Dockery made a motion to approve the meeting minutes. Judge Cunningham seconded the motion. It passed unanimously.

#### 3. **Consider Awarding an Additional \$159K for FY 2024 Senior Congregate Meal Funding** **Jennifer Scott, Director of Aging Services**

Ms. Scott said the initial congregate meal funding for FY 2024 was based on 2023 numbers. Since more funding has become available, CAPCOG is requesting an additional \$159,000 for congregate meal programs managed by four organizations: Combined Community Action, Hill County Combine Community Action, Meals on Wheels of Centration Texas, and Opportunities of Williamson and Burnet counties. She explained that the provider organizations were asked how much additional funding they needed based on their capacity to add meals, and they are on track to provide the numbers of meals associated with the additional funding by September.

Mayor Pro Tem Hougen made a motion to award an additional \$159,000 for FY 2024 Senior Congregate Meal Funding. Judge Cunningham seconded the motion. It passed unanimously.

#### 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**

Ms. Scott said CAPCOG has submitted an application for a Texas Department of State Health Services grant that would fund local outreach to support persons with Alzheimer's or related dementias and their

caregivers. She said grant will be between \$100,000 and \$150,000, but CAPCOG's application requested \$113,000, which allows for a new staff position to focus on the initiative, work with the Alzheimer's Association, and help families with early detection of the disease.

Mayor Pro Tem Weiss asked if the \$113,000 would be enough to facilitate the staff person's salary and the program's other needs. Ms. Scott said she believes CAPCOG could hire someone to fill the new position.

Commissioner Long made a motion to approve the grant application for Healthy Brain Initiative to Support Individuals with Alzheimer's Disease and Related Dementias. Commissioner Dockery seconded the motion. It passed unanimously.

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

**Anton Cox, Air Quality Program Manager**

Mr. Cox said CAPCOG is seeking to enter into an agreement with the Texas Transportation Institute for the collection and evaluations of fleet emission data from participating jurisdictions to develop an on-road emission inventory. The agreement should not exceed \$120,000.

Commissioner Long told staff to check with CAMPO about a recent freight emissions study. Commissioner Smith asked who would be paying for the placement of monitoring devices on the jurisdiction's vehicles and requested that the study select a variety of vehicles from a jurisdiction's entire fleet and not one division's fleet, such as transportation.

Mr. Cox said CAPCOG will be paying for the installation of monitoring devices with Rider 7 funding and will help select which vehicles are participating in the study. He noted ILAs will be drafted between CAPCOG and the participating jurisdictions.

Judge Haden made a motion to approve the interlocal agreement with the Texas Transportation Institute for on-roads emissions inventory development. Commissioner Dockery seconded the motion. It passed unanimously.

**6. Consider Approving Committee Appointments**

**Betty Voights, Executive Director**

Commissioner Beckett made the motion to appoint Jennifer Marsh to the Criminal Justice Advisory Committee. Commissioner Long seconded the motion. It passed unanimously.

**7. Staff Reports**

**Betty Voights, Executive Director**

Ms. Voights told the board that CAPCOG will be working with the Texas Commission on Environmental Quality to distribute Solid Waste Infrastructure funding for Recycling to school districts in the region.

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

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Date

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 3. Consider Awarding \$5.4 million in Senior Nutrition Funding for FY 2025

### GENERAL DESCRIPTION OF ITEM:

CAPCOG's Aging Services division funds congregate and home-delivered meal services for seniors through sub-grants to four providers across the region. These providers are:

- Combined Community Action (CCA): Bastrop, Blanco, Caldwell, Fayette, Hays, and Lee Counties;
- Hill Country Combined Community Action Association (HCCAA): Llano County;
- Meals on Wheels Central Texas (MOWCT): Travis County; and
- Opportunities for Williamson and Burnet Counties (OWBC): Burnet and Williamson Counties,

Each year, HHSC requires CAPCOG to review the meal rates paid to providers based on the budgeted expenses and number of meals expected to be served in the coming year and the actual costs and number of meals delivered in the prior year. Following that process, we award funding to each provider for each type of meal service. We are proposing \$5.4 million in funding for FY 2025, compared to \$4.5 million in FY 2024.

We may be able to award an additional \$200k-\$300k about a year from after HHSC provides us additional information on funding availability and direction on the extent to which we will be allowed to transfer funding between the two meal categories. We are able to increase funding in FY 2025 relative to FY 2024 due to a significant amount of one-time funding in recent years that has resulted in a large amount of carry-forward funding we expect to be available in FY 2025. However, we expect to need to reduce funding to about \$4.1 million in FY 2026 in order to fit funding within our annual funding allocations.

### 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: \$5,448,319.23

Source of Funds: Texas Health and Human Services Commission, Title III-C1 and C2 Funding, NSIP 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 congregate and home-delivered meal funding as indicated in the accompanying memo

**BACK-UP DOCUMENTS ATTACHED:** Memo describing allocation of funding to each provider

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



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

## MEMORANDUM

### July 29, 2024

**TO:** Executive Committee

**FROM:** Jennifer Scott, Director of Aging Services

**RE:** FY 2025 Senior Meal Service Grants

This memo provides an explanation for recommendations to consider awarding funding for congregate and home-delivered meal (HDM) services for seniors for Fiscal Year (FY 2025) to CAPCOG's four senior meal grant recipients:

- **Combined Community Action (CCA)**, serving Bastrop, Blanco, Caldwell, Fayette, Hays, and Lee Counties;
- **Hill Country Combined Action Association (HCCAA)**, serving Llano County;
- **Meals on Wheels Central Texas (MOWCT)**, serving Travis County; and
- **Opportunities for Williamson and Burnet Counties (OWBC)**, serving Burnet and Williamson Counties.

In September 2023, the Executive Committee approved preliminary awards for both FY 2024 and FY 2025. This action would authorize new FY 2025 amounts that would supersede the previously awarded amounts.

*Table 1. Proposed FY 2025 Senior Meal Service Grants, Rates, and Units*

Provider	Meal Type	FY 2025 Rate	Proposed FY 2025 Units	Proposed FY 2025 Funding	FY 2024 Funding	Change from FY 2024
CCA	<b>Congregate</b>	\$12.00	15,289	<b>\$183,468.00</b>	\$114,800.00	\$68,668.00
CCA	<b>HDM</b>	\$6.60	198,039	<b>\$1,307,057.40</b>	\$1,302,098.50	\$4,958.90
HCCAA	<b>Congregate</b>	\$12.00	1,976	<b>\$23,712.00</b>	\$16,400.00	\$7,312.00
HCCAA	<b>HDM</b>	\$10.46	16,101	<b>\$168,416.46</b>	\$118,219.50	\$50,196.96
MOWCT	<b>Congregate</b>	\$12.00	83,006	<b>\$996,072.00</b>	\$688,800.00	\$307,272.00
MOWCT	<b>HDM</b>	\$6.46	180,000	<b>\$1,162,800.00</b>	\$868,876.46	\$293,923.54
OWBC	<b>Congregate</b>	\$10.69	22,925	<b>\$245,068.25</b>	\$147,600.00	\$97,468.25
OWBC	<b>HDM</b>	\$7.36	185,017	<b>\$1,361,725.12</b>	\$1,249,421.76	\$112,303.36
<b>TOTAL</b>	<b>Congregate</b>	<b>\$11.76</b>	<b>123,196</b>	<b>\$1,448,320.25</b>	<b>\$967,600.00</b>	<b>\$480,720.25</b>
<b>TOTAL</b>	<b>HDM</b>	<b>\$6.91</b>	<b>579,157</b>	<b>\$3,999,998.98</b>	<b>\$3,538,616.22</b>	<b>\$461,382.76</b>
<b>TOTAL</b>	<b>TOTAL</b>	<b>\$7.76</b>	<b>702,353</b>	<b>\$5,448,319.23</b>	<b>\$4,506,216.22</b>	<b>\$942,103.01</b>

## **Background**

On September 13, 2023, the Executive Committee awarded four senior nutrition providers a total of \$1,837,795 in funding for congregate and home-delivered meals for fiscal year (FY) 2024 and \$1,922,550 in funding for FY 2025. These amounts were based on “not to exceed” limits in CAPCOG’s Area Agency on Aging (AAA) contract with the Texas Health and Human Services (HHSC). Subsequently, HHSC amended its contract to remove those limits and in March 2024 and July 2024, the Executive Committee awarded an additional \$2,668,421.22 in FY 2024 funding, bringing the total for FY 2024 to \$4,506,216.22.

For FY 2025 funding, CAPCOG’s updated funding recommendations reflect reviews of each provider’s FY 2025 budgets, their FY 2023 actual costs, and their projected meal service in FY 2024, as well as funding availability. In addition to awarding funding, CAPCOG is also required to set reimbursable meal rates for each meal type for each provider and assign a maximum allowable number of meals that they can request reimbursement for.

## **Funding Availability**

Federal and state rules allow for a variety of funding sources to be used for meal services, including:

- **Title III-C1** for congregate meals (also can be used for AAA administration and data mgmt. costs) – requires match of at least 10%;
- **Title III-C2** for home-delivered meals (also can be used for AAA administration and data mgmt. costs) – requires match of at least 10%;
- **Nutrition Supplemental Incentive Program (NSIP)** for either congregate or home-delivered meals; and
- **State General Revenue (SGR) for Home-Delivered Meal Rate Increase** to cover the difference between current meal rates for “common providers” (organizations that are funded by a AAA to deliver meals to seniors and by the state to deliver meals to people with disabilities) from 2019.

In addition to regular annual allocations, CAPCOG will also have carry-forward from FY 2024 funding that will be available to be spent in FY 2025. CAPCOG has flexibility to transfer up to 40% of the funding in Title III-C1 and Title III-C2 between each other to meet local needs (up to 50% with permission from HHSC).

*Table 2. Summary of Estimated Funding Available for FY 2024 Meals Services (based on 40% transfer from C1 to C2)*

<b>Funding Source</b>	<b>FY 2024 Carry-Forward</b>	<b>FY 2025 Funding</b>	<b>Total Meal Funding Available FY 2025</b>
<b>C1: Congregate Meals</b>	<b>\$1,334,141</b>	<b>\$1,510,399</b>	<b>\$2,844,540</b>
<b>C2: Home-Delivered Meals</b>	\$2,820,731	\$2,685,987	\$5,506,718
<b>NSIP: Nutr. Svcs Incent. Prog.</b>	\$0	\$356,744	\$356,744
<b>SGR HDM Rate Increase</b>	\$0	\$24,764	\$24,764
<b>Subtotal: C2+NSIP+SGR HDM</b>	<b>\$2,493,511</b>	<b>\$3,067,495</b>	<b>\$5,888,226</b>
<b>Total</b>	<b>\$4,154,871</b>	<b>\$4,577,895</b>	<b>\$8,732,766</b>

For FY 2025 funding, we limited the initial total amount to be awarded to \$5.5 million (\$1.5 million for congregate meals and \$4.0 million for home-delivered meals). This ensures that we can retain at least 50% of the annual funding in each meal category at the end of FY 2025 as carry-forward into FY 2026, which is necessary to ensure that we can cash-flow the programs. In FY 2024, CAPCOG did not receive the last installment of its current-year funding until June 10, more than 8 months into the fiscal year. This uncertainty makes retaining funding as carry-forward important for us to be able to ensure uninterrupted operations.

## **Congregate Meal Funding, Rates, and Units**

The four providers identified \$1,959,404.76 in eligible congregate meal costs for FY 2025 and meal rates of \$11.88 to \$14.39 per meal. CAPCOG is limited to paying no more than 90% of the “whole unit rate” for meals.

- We are proposing to cover 75% of the costs for each provider, which totals \$1,448,320.25 overall.
- The meal reimbursement rates we authorize are not allowed to exceed 90% of their full meal rates.
- Since our existing reimbursement rate is \$8.20 per meal, we are capping the reimbursement rate at \$12.00 per meal for FY 2025.
- The number of meals assigned to each provider is just the amount of funding awarded divided by the approved meal rate.

### **Home-Delivered Meal Funding, Rates, and Units**

The four providers identified \$7,724,699.91 in eligible home-delivered meal costs for FY 2025 and costs per meal of \$7.34 to \$11.63. The \$3,999,998.98 in recommended funding represents 52% of the eligible costs.

- **CCA and HCCAA:** We are proposing to cover the maximum amount of eligible costs allowable for CCA and HCCAA.
  - Both providers primarily or exclusively serve rural communities, which makes providing congregate meals more challenging.
  - The recommended amounts are about the same as what we awarded for FY 2024.
  - This results in CAPCOG funding covering 80-90% of the home-delivered meal costs for these providers.
- **MOWCT:** We are proposing to fulfill MOWCT's funding request for \$1,162,800
  - While MOWCT provides about 42% of the eligible senior home-delivered meals in the region, it only received about 25% of the home-delivered meal funding CAPCOG awarded in FY 2024.
  - At the recommended funding level, CAPCOG would be covering 29% of eligible costs for their home-delivered meal program. Combined with the congregate meal funding, CAPCOG would be covering about 41% of total eligible meal costs for MOWCT.
  - MOWCT's home-delivered meal rate is capped at \$6.46 by law due because it is also under contract with HHSC directly to provide home-delivered meals to individuals with disabilities through a separate program (Title XX). As a result, it considered a "common provider" based on the assumption that there are significant economies of scale for such providers. If this limit was not in place, their reimbursable rate could theoretically be as high as \$9.95.
- **OWBC:** We are proposing to increase OWBC's HDM funding by 9% to \$1,361,725.12, which would make it the largest single recipient of home-delivered meal funding from CAPCOG.
  - OWBC's initial funding request was \$2.7 million, which was much more than we could afford.
  - Since we were able to completely fulfill the other three providers' requests within budget, we provided the balance of the \$4,000,000 budgeted for home-delivered meals to OWBC.
  - When the home-delivered meal funding is combined with the congregate meal funding, CAPCOG will be covering about 66% of eligible meal costs for OWBC's program.



## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 4. Consider Adopting a Resolution Providing Signature Authority to Individuals for the Capital Area Council of Governments

### GENERAL DESCRIPTION OF ITEM:

This item provides a resolution to be submitted to Frost Bank as part of the process for updating the signature authority with CAPCOG's designated depository bank.

The CAPCOG's Bylaws charge the Executive Committee with the responsibility to designate one or more depositories for CAPCOG'S funds and specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of the funds.

The current banking arrangement with Frost Bank provides for two Executive Committee positions, the Chairperson and Secretary, and three CAPCOG employees, the Executive Director, Deputy Executive Director, and Director of Finance, to hold signature authority for signing and counter signing disbursements of CAPCOG funds.

As the Executive Director will be changing on September 1, this resolution provides for updating the change in the Executive Director position for CAPCOG at the designated depository, Frost Bank.

### 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:**

**Silvia Alvarado, Director of Finance**

### BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: \_\_\_\_\_

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:

Adopt and sign a resolution specifying the individuals authorized to sign and countersign checks and other instruments for withdrawal of funds from the designated depository, Frost Bank.

### BACK-UP DOCUMENTS ATTACHED:

1. Resolution

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

## RESOLUTION

### PROVIDING SIGNATURE AUTHORITY TO INDIVIDUALS FOR THE CAPITAL AREA COUNCIL OF GOVERNMENTS

**WHEREAS**, the Executive Committee (“Committee”) of the Capital Area Council of Governments (“CAPCOG”) is charged with the responsibility to specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of funds from designated depositories and,

**NOW, BE IT RESOLVED BY** the Committee as follows:

1. The Committee hereby specifies that the following individuals are authorized to sign and countersign checks and other instruments for withdrawal of funds from designated depositories effective September 1, 2024:
  - a. Lew White, Chairperson, Executive Committee of CAPCOG
  - b. Ron Cunningham, Secretary, Executive Committee of CAPCOG
  - c. Chris Miller, Executive Director of CAPCOG
  - d. Andrew Hoekzema, Deputy Executive Director of CAPCOG
  - e. Silvia Alvarado, Director of Finance of CAPCOG
2. The Committee and the Executive Director are hereby authorized to take all steps necessary to enforce the provisions of this resolution.

Resolution adopted on this 14th day of August 2024.

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Lew White, Chair  
Executive Committee  
Capital Area Council of Governments

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Ron Cunningham, Secretary  
Executive Committee  
Capital Area Council of Governments

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 14, 2024

AGENDA ITEM: 5. Consider Adopting a Resolution Amending Authorized Representatives for the Capital Area Council of Governments TexPool Fund Accounts

### GENERAL DESCRIPTION OF ITEM:

This item provides a resolution required to be submitted to TexPool as part of the process for updating the representatives authorized access to the Capital Area Council of Governments TexPool Fund accounts. With Chris Miller assuming the position of Executive Director on September 1, 2024, the resolution will authorize Chris Miller as Executive Director and Silvia Alvarado as Director of Finance to perform transactions between the TexPool fund accounts and the Frost Bank accounts, and authorizes Andrew Hoekzema, as the Deputy Executive Director, access to perform inquiry of selected information.

### 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:

Silvia Alvarado, Director of Finance

### 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:

Adopt and sign a resolution specifying the individuals authorized to perform transactions and inquiry with the Capital Area Council of Governments TexPool Fund accounts.

### BACK-UP DOCUMENTS ATTACHED:

1. Resolution

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

None



# Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

## \* Required Fields

### 1. Resolution

#### WHEREAS,

Capital Area Council of Governments

Participant Name\*

7 8 2 7 3

Location Number\*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Chris Miller Executive Director

Name

Title

5 1 2 9 1 6 6 0 0 8

Phone

Fax

cmiller@capcog.org

Email

Signature

2. Silvia Alvarado Director of Finance

Name

Title

5 1 2 9 1 6 6 1 7 0

Phone

Fax

salvarado@capcog.org

Email

Signature

3.

Name

Title

Phone

Fax

Email

Signature

## 1. Resolution (continued)

4.

Name  Title

Phone  Fax  Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

**Silvia Alvarado**

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Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Andrew Hoekzema						Deputy Executive Director												
Name						Title												
5	1	2	9	1	6	6	0	4	3									ahoekzema@capcog.org
Phone						Fax							Email					

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the 14 day of August, 2024.

**Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.**

Capital Area Council of Governments

Name of Participant\*

**SIGNED**

Signature\*

**Lew White**  
Printed Name\*

Chair, Executive Committee

Title\*

**ATTEST**

Signature\*

Ron Cunningham  
Printed Name\*

Secretary, Executive Committee

Title\*

## 2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

**Email:** [texpool@dstsystems.com](mailto:texpool@dstsystems.com)

**Fax:** 866-839-3291

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 6. Consider accepting the Quarterly Investment Report

### GENERAL DESCRIPTION OF ITEM:

The Public Funds Investment Act and the CAPCOG Investment Policy require that a quarterly investment report be prepared for the Executive Committee. This report is for the 3<sup>rd</sup> quarter ending June 30, 2024. All of CAPCOG's investments are in the Texas Local Government Investment Pool (TexPool).

The beginning and ending balances for each fund reflect the transactions supporting the operating needs of the organization and not the performance of the investments. CAPCOG's use of TexPool as our investment pool is to provide ready access to idle funds for operating purposes while still earning a market interest rate for short-term investments.

During the quarter the average market interest rate earned was approximately 5.38%.

Total interest earnings for the quarter were \$485,680

### 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:** **Silvia Alvarado, Director of Finance**

### 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:

Accept the Quarterly Investment Report

### BACK-UP DOCUMENTS ATTACHED:

1. Quarterly Investment Report (5 pages)

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

None



# Capital Area Council of Governments

## Quarterly Investment Report Summary April 1, 2024 to June 30, 2024

All Investments are held in the Texas Local Government Investment Pool (TexPool)

	<u>Book Value Beginning</u>	<u>Book Value Ending</u>	<u>Market Value Beginning</u>	<u>Market Value Ending</u>	<u>Interest Earnings</u>
General Fund - Operating Fund	2,596,715.01	2,651,062.52	2,596,715.01	2,651,062.52	34,633.38
Solid Waste - TCEQ Grant Advances	4.42	161,010.77	4.42	161,010.77	1,006.35
Air Quality - Local Funds	62,517.64	63,349.67	62,517.64	63,349.67	832.03
CAECD 911 Funds	27,894,054.33	37,416,725.63	27,894,054.33	37,416,725.63	449,208.63
Total All Investments	<u>30,553,291.40</u>	<u>40,292,148.59</u>	<u>30,553,291.40</u>	<u>40,292,148.59</u>	<u>485,680.39</u>

Average Daily Balance 36,111,617.18

Average Yield 5.380%

At June 30, 2024:

TexPool/Prime Average Weighted Average Maturity	38 Days	43 days
TexPool/Prime Average Daily Net Yield	5.31%	5.46%
6-Month US Treasury Bill Rate	5.33%	

TexPool's S&P Global Pool Rating is AAAm. The AAAm is the highest principal stability fund rating assigned by S&P Global. A fund rated AAAm demonstrates extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit risk.

Book Value Equals Market Value because TexPool seeks to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act.

This quarterly report has been prepared in compliance with the investment policy and strategy as established for the Capital Area Council of Governments and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:

*Silvia Alvarado* \_\_\_\_\_  
Silvia Alvarado  
Director of Finance  
Investment Officer

CAPITAL AREA COUNCIL OF GOVERNMENTS

**General Fund**

Quarterly Investment Report

April 1, 2024 to June 30, 2024

<b><i>TexPool Investments</i></b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			2,596,715.01
April		(140,451.08)	2,456,263.93
Monthly interest	2,255.29		2,458,519.22
Monthly interest - Prime	8,877.71		2,467,396.93
May		111,493.97	2,578,890.90
Monthly interest	2,155.95		2,581,046.85
Monthly interest - Prime	9,341.14		2,590,387.99
June		48,671.24	2,639,059.23
Monthly interest	1,142.26		2,640,201.49
Monthly interest - Prime	10,861.03		2,651,062.52
Activity for the Quarter	34,633.38	19,714.13	
Ending Balance			2,651,062.52

Average Daily Balance	April	2,443,995.89
	May	2,508,605.74
	June	2,675,577.82
Average Daily Balance for the Quarter		2,542,726.48
Average Annual Interest Rate		5.448%



CAPITAL AREA COUNCIL OF GOVERNMENTS

**Solid Waste**

Quarterly Investment Report

April 1, 2024 to June 30, 2024

<b>TexPool Investments</b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			4.42
April			4.42
Monthly interest	0.00		4.42
May		160,000.00	160,004.42
Monthly interest	287.06		160,291.48
June		0.00	160,291.48
Monthly interest	719.29		161,010.77
Activity for the Quarter	1,006.35	160,000.00	
Ending Balance			161,010.77

Average Daily Balance	April	4.42
	May	61,949.16
	June	160,363.41
Average Daily Balance for the Quarter		74,105.66
Average Annual Interest Rate		5.432%

CAPITAL AREA COUNCIL OF GOVERNMENTS

**Air Quality**

Quarterly Investment Report  
April 1, 2024 to June 30, 2024

<b>TexPool Investments</b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			62,517.64
April		0.00	62,517.64
Monthly interest	273.11		62,790.75
May		0.00	62,790.75
Monthly interest	283.54		63,074.29
June		0.00	63,074.29
Monthly interest	275.38		63,349.67
Activity for the Quarter	832.03	0.00	
Ending Balance			63,349.67

Average Daily Balance	April	62,526.74
	May	62,799.90
	June	63,101.83
Average Daily Balance for the Quarter		62,809.49
Average Annual Interest Rate		5.299%

CAPITAL AREA COUNCIL OF GOVERNMENTS  
**CAECD 911 Fund**  
Quarterly Investment Report  
April 1, 2024 to June 30, 2024

<b>TexPool Investments</b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			27,894,054.33
April		5,629,866.12	33,523,920.45
Monthly interest	33,147.95		33,557,068.40
Monthly Interest - Prime	98,387.13		33,655,455.53
May		728,506.03	34,383,961.56
Monthly interest	32,957.72		34,416,919.28
Monthly interest - Prime	122,241.85		34,539,161.13
June		2,715,090.52	37,254,251.65
Monthly interest	30,822.12		37,285,073.77
Monthly interest - Prime	131,651.86		37,416,725.63
Activity for the Quarter	449,208.63	9,073,462.67	
Ending Balance			37,416,725.63

Average Daily Balance	April	30,062,295.07
	May	33,722,204.68
	June	36,511,426.87
Average Daily Balance for the Quarter		33,431,975.54
Average Annual Interest Rate		5.375%

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 7. Consider Adoption of a Resolution Declaring September 2024 as CAPCOG Preparedness Month

### GENERAL DESCRIPTION OF ITEM:

In 2004, the Federal Emergency Management Agency (FEMA) began sponsoring September as National Preparedness Month to encourage Americans to take simple steps to prepare for emergencies, incidents, and disasters facing their homes, neighborhoods, businesses, schools, and communities. Historically, Texas has more declared disasters than any other state in the United States. These present a major threat to the lives and safety of the residents, businesses, property, the natural resources, and environment of the CAPCOG region. The region has experienced numerous emergencies, incidents, and disasters that caused major disruptions, damages, and the loss of life across the region. A *whole community approach* to preparedness helps our residents mitigate the impacts of such incidents. CAPCOG Homeland Security has prepared a regional campaign using traditional and social media outlets and *Warn Central Texas.org* to encourage residents to enroll in the alert system and to take steps to prepare their homes, families, property, and businesses for any hazard. Materials for the public will be posted online and distributed through CAPCOG partners and stakeholders.

### THIS ITEM REPRESENTS A:

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

**PRIMARY CONTACT/STAFF MEMBER:** **Martin Ritchey, Director Homeland Security**

### 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:

Adopt Resolution Declaring September 2024 as CAPCOG Preparedness Month.

**BACK-UP DOCUMENTS ATTACHED:** Resolution Declaring September 2024, as CAPCOG Preparedness Month.

**BACK-UP DOCUMENTS NOT ATTACHED:** None



## A PROCLAMATION DECLARING SEPTEMBER AS CAPCOG PREPAREDNESS MONTH

**WHEREAS**, the Capital Area Council of Governments (CAPCOG) is a political subdivision of the State, serving Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties; and,

**WHEREAS**, The State of Texas historically leads the nation in the number of federally-declared disasters; be they natural hazards, technological, or human-caused; and,

**WHEREAS**, National Preparedness Month is an opportunity for CAPCOG to inform and educate residents, businesses, schools, and communities in the region to be more prepared by developing the capabilities needed to prevent, protect against, respond to, recover from, and mitigate against all threats and hazards; and,

**WHEREAS**, preparedness is the responsibility of every resident of the ten-county CAPCOG region; and,

**WHEREAS**, preparedness is a national priority with the goal of shared individual and community safety and resilience; and,

**WHEREAS**, personal, business, animal, and private-sector preparedness may serve to mitigate the impacts of various emergencies, incidents, and disasters in the CAPCOG region; and

**WHEREAS**, the CAPCOG Executive Committee encourages all residents to participate in preparedness activities and are asked to review preparedness information at *Ready.gov*, and to sign up to receive emergency alerts via *WarnCentralTexas.org* to become more knowledgeable and prepared;

**THEREFORE, BE IT RESOLVED**, that on behalf of the members of CAPCOG, the Executive Committee of the Capital Area Council of Governments hereby declares the month of September 2024, as CAPCOG Preparedness Month and encourages all residents, businesses, schools, and communities to develop emergency preparedness and resiliency plans and to register at *WarnCentralTexas.org* to receive emergency alerts.

Resolution adopted by the Capital Area Council of Governments Executive Committee this 14th day of August, 2024.

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Mayor Lew White, Chair  
Executive Committee  
Capital Area Council of Governments

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

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 8. Consider Accepting and Verifying the Completion of Cybersecurity Awareness Training for All CAPCOG Employees.

### GENERAL DESCRIPTION OF ITEM:

Per Texas Government Code, Section 2054.5191, it is necessary to identify employees who use a computer to complete at least 25 percent of the employee's required duties. At least once each year, an employee and each elected or appointed officer shall complete a cybersecurity training program certified under Section 2054.519. State Certified Cybersecurity Training Programs. The current cybersecurity awareness training for CAPCOG was to have been completed before the August 31, 2024 deadline, including any new hires onboarded before that date. CAPCOG will report the completion of the training to the state before August 31<sup>st</sup>. Upon this notification to the CAPCOG Executive Committee, all the prescribed requirements will have been met.

In accordance with Section 2054.5191, Government Code, the governing body of a local government shall:

- Verify and report on the completion of a cybersecurity training program by employees of the local government, and
- Require periodic audits to ensure compliance with this section.

Upon completion of the cybersecurity training, CAPCOG reported the agencies completion to the state using the online form provided by DIR on their website. CAPCOG will maintain the annual cybersecurity training records and any necessary documentation for auditing purposes.

### 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:** Kelly Claflin, CISO/Director of Information Technology Services

### BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: \_\_\_\_\_

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:

Accept the Report for the completion of Cybersecurity Awareness Training Requirements.

### BACK-UP DOCUMENTS ATTACHED:

1. Cybersecurity Awareness Training – Status Report memo
2. Cybersecurity Training Enrollment 2024

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

None



6800 Burleson Road, Building 310, Suite 165  
Austin, Texas 78744-2306  
Ph: 512-916-6000 Fax: 512-916-6001  
[www.capcog.org](http://www.capcog.org)

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO  
TRAVIS WILLIAMSON

## **MEMORANDUM**

### **August 14, 2024**

**TO: CAPCOG Executive Committee**

**FROM: Kelly Claflin, CISO/Director of information Technology Services**

**RE: Cybersecurity Awareness Training – Status Report**

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### **Overview**

In accordance with Section 2054.5191, Texas Government Code, each state agency shall identify state employees who use a computer to complete 25 percent of their duties and require that they annually complete a cybersecurity training program certified under Section 2054.519. The Texas Department of Information Resources (DIR) is responsible for certifying those programs. CAPCOG management has determined that all employees of CAPCOG work more than the required 25 percent of their duties on computer systems.

The purpose of this legislation is to ensure that local and state government employees and relevant state contractors are properly trained in recognizing security threats to prevent unauthorized data breaches and to ensure the integrity of the state's digital infrastructure. The annual training must be completed by all governmental entities and reported to the State through DIR by August 31<sup>st</sup>, 2024.

### **Training**

With the inception of the KnowBe4 system purchased in 2021, CAPCOG has created a standard practice of requiring new employees to complete our cybersecurity training before allowing them to begin working on their computer system. To promote good cybersecurity practices, it is important that we provide our employees with the knowledge to recognize and prevent cybersecurity events, especially for those coming from the private sector that may not have had such training. CAPCOG provides training for all pre-existing employees on an annual basis. CAPCOG has also used the KnowBe4 system to provide extra training for the employees of the Finance department around Handling Sensitive Information. We will continue to expand focused training topics to other employees as needed.



## Reporting

In accordance with Section 2054.5191, Government Code, the governing body of a local government shall:

- verify and report on the completion of a cybersecurity training program by employees of the local government to the department and
- require periodic audits to ensure compliance with this section.

With the acceptance of this notification of completion to the Executive Board, we will report the completion to the State through the DIR reporting portal.

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 9. Consider Approval of Resolution for TxDOT Contract for FYs 2025-2026

### GENERAL DESCRIPTION OF ITEM:

Last year and for several years preceding, The Texas Department of Transportation (TxDOT) Austin District has contracted with CAPCOG to support the Capital Area Regional Transportation Organization (CARTPO), rural transportation planning, and regional collaboration on transportation issues. CAPCOG's current contract expires on August 31, 2024. The proposed contract includes the same scope of services that are included in the FY23-24 contract and is for an amount of \$400,000, \$100,000 more than the current contract. This is a significant increase in funding TxDOT is prepared to execute the attached contract with CAPCOG following the Executive Committee's approval of a resolution authorizing the Executive Director to enter into the contract, which TxDOT requires.

### 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:** Charles Simon, Director of Regional Planning and Services

### BUDGETARY IMPACT:

Total estimated cost: Revenue of \$400,000 total for FY 2025 and 2026

Source of Funds: Texas Department of Transportation Austin District

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:

Approve resolution authorizing the Executive Director to enter into a contract with TxDOT for fiscal years 2025-2026

### BACK-UP DOCUMENTS ATTACHED:

1. Resolution
2. Contract

**BACK-UP DOCUMENTS NOT ATTACHED:** None

## **ATTACHMENT D**

### **Resolution or Ordinance**

RESOLUTION AUTHORIZING THE CAPITAL AREA COUNCIL OF GOVERNMENTS TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION PLANNING SUPPORT FOR FISCAL YEARS 2025 AND 2026

WHEREAS, The Capital Area Council of Governments (CAPCOG) is designated as the Regional Planning Commission for State Planning Region 12, consisting of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties, under Chapter 391 of the Local Government Code;

WHEREAS, CAPCOG's general purpose is to encourage and facilitate local governments in the region to cooperate with one another, with other levels of government, and with the private sector to plan for the future development of the region and thereby improve the health, safety, and general welfare of their citizens;

WHEREAS, CAPCOG formed the the Capital Area Regional Transportation Planning Organization (CARTPO) to serve as a Regional Transportation Planning Organization (RTPO) as described in 23 CFR §450 to support regional transportation planning in the 10-county CAPCOG region;

WHEREAS, the Texas Department of Transportation (TxDOT) Austin District overlaps with nine of the ten counties in the CAPCOG region (Bastrop, Blanco, Burnet, Caldwell, Hays, Lee, Llano, Travis, and Williamson Counties) and includes two additional counties outside of the CAPCOG region (Gillespie and Mason Counties);

WHEREAS, an Interlocal Agreement (ILA) based on CAPCOG's proposed scope of work would mutually benefit CAPCOG and the TxDOT Austin District;

NOW, THEREFORE, BE IT RESOLVED BY THE CAPCOG EXECUTIVE COMMITTEE THAT it hereby authorizes an ILA with TxDOT for \$400,000 for state fiscal years 2025 and 2026 based on CAPCOG's proposed scope of work.

Passed and approved on this the 14<sup>th</sup> day of August, 2024.

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City of Lockhart Mayor Lew White, Chair  
Executive Committee  
Capital Area Council of Governments

---

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

THE STATE OF TEXAS       §

THE COUNTY OF TRAVIS   §

### INTERLOCAL AGREEMENT

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

#### I. CONTRACTING PARTIES:

The Texas Department of Transportation	TxDOT
The Capital Area Council of Governments	Local Government

**II. PURPOSE:** Support coordinated transportation planning activities and fulfill the requirements of 23 CFR §450.210 for consultation with Regional Transportation Planning Organizations (RTPO) and the TxDOT Austin District.

**III. STATEMENT OF SERVICES TO BE PERFORMED:** The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. CONTRACT PAYMENT:** The total amount of this contract shall not exceed \$400,000.00 and shall conform to the provisions of **Attachment B**, Budget. Payments shall be billed monthly.

**V. TERM OF CONTRACT:** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on August 31, 2026 or when otherwise terminated as provided in this Agreement.

#### VI. LEGAL AUTHORITY:

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated August 14, 2024, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, Budget, **Attachment C**, General Terms and Conditions, **Attachment D**, Resolution or Ordinance, and **Attachment E**, Location Map Showing Project, **Attachment F**, IT Security Requirements.

#### Capital Area Council of Governments

By \_\_\_\_\_ Date \_\_\_\_\_  
          AUTHORIZED SIGNATURE  
          Betty Voights  
Title   Executive Director

#### FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
          Kenneth Stewart  
          Director of Contract Services

## ATTACHMENT A

### Scope of Services

#### Transportation Planning, Project Development, and Data Analysis and Support

By executing this contract, the Texas Department of Transportation (TxDOT) authorizes the Capital Area Council of Governments (CAPCOG) to proceed with the development and submission of an annual work plan for state fiscal year (FY) 2025 under Task 1 of this Scope of Services. TxDOT approval of the work plan will take the form of a Notice to Proceed (NTP) to commence work on Tasks 2-5 as described in the annual work plan. CAPCOG's work during FY 2026 will similarly need to be described in an annual work plan that CAPCOG will submit to TxDOT and TxDOT will need to approve.

CAPCOG will submit monthly progress reports by the 15<sup>th</sup> of each month summarizing activities performed under this contract in a format acceptable to TxDOT. Invoices will be paid in accordance with the amounts listed in Attachment B Budget. CAPCOG shall submit invoices in a format acceptable to TxDOT.

This contract includes in-state travel that will be conducted by CAPCOG staff as TxDOT requests. The travel will be conducted in conjunction with specific tasks or subtasks related to the non-metropolitan counties in the Austin District and will enable CAPCOG staff to participate in meetings and discussions, to conduct stakeholder outreach, perform support services, or make presentations when TxDOT requests. This travel may be inside and outside of the Austin District counties.

#### Task 1: Work Plan Development:

Each year of the contract period, CAPCOG will prepare a work plan detailing the specific tasks to be performed during that year and any specific deliverables associated with each task for that year. The annual work plan will allow TxDOT and CAPCOG to respond to changing priorities and available resources. The work plan may include projects specifically included in this scope or some that are not listed but still achieve the task's objectives. The work plan will include:

- A description of each specific activity to be performed under each task,
- Detailed deliverables and associated due dates for each task,
- The geographic area or areas that the activities will be covered by the proposed activities,
- A list of key personnel who will work on the task, and
- The estimated cost for each task/subtask for that year.

Upon approval of the work plan via a NTP by TxDOT, CAPCOG may commence activities described in the work plan.

#### Task 1 Deliverables:

Deliverable 1.1:	FY 2025 work plan
Deliverable 1.1 Due Date:	Within 30 days of execution of contract
Deliverable 1.2:	FY 2026 work plan
Deliverable 1.2 Due Date:	September 30, 2025
Task 1 Estimated Cost:	\$8,000.00

#### Task 2: Administration of CARTPO

The Capital Area Regional Transportation Planning Organization (CARTPO) serves as a forum for the region's local elected officials to collaborate with TxDOT and the Capital Area Metropolitan Planning Organization (CAMPO) on transportation issues that affect State Planning Region 12 (CAPCOG) and provides an opportunity for TxDOT to fulfill its obligations under federal law to provide for a consultation process with non-metropolitan areas through Regional

Transportation Planning Organizations (RTPOs). Under this task, CAPCOG will continue to administer CARTPO in FY 2025 and 2026. The services provided for CARTPO will include:

- Convening quarterly meetings, including preparation and dissemination of agendas, notices, minutes, and informational materials for committee members;
- Coordinating the appointment of board members by local governments and maintaining board membership roster and attendance records;
- Collaborating with CARTPO members with regard to transportation-related topics, projects, and upcoming funding opportunities.
- Identifying transportation and planning issues for the agenda that will add value or address challenges for CARTPO members and the governmental entities they represent;
- Work with TxDOT staff to provide project updates and presentations when needed.

This task applies to all of State Planning Region 12: Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties. Inclusion of Fayette County is incidental to this task due to its inclusion in CARTPO.

#### **Task 2 Deliverables:**

Deliverable 2.1:	Agendas for CARTPO meetings
Deliverable 2.1 Due Date:	No later than 5 days prior to a meeting
Deliverable 2.2:	Draft CARTPO meeting minutes
Deliverable 2.2 Due Date:	the 15 <sup>th</sup> day of each month following a CARTPO meeting along with the monthly report
Deliverable 2.3:	Updated CARTPO rosters
Deliverable 2.3 Due Date:	the 15 <sup>th</sup> day of each month following a new appointment along with the monthly report
Task 2 Estimated Cost:	\$32,000.00

#### **Task 3: Rural Transportation and Economic Development (TED) Planning**

Transportation and economic development are closely related and impact one another, and coordinated transportation and economic development planning therefore provides benefits to communities seeking to plan for future growth. This type of coordinated planning can also be beneficial to TxDOT by providing a mechanism for regularly gathering input from the local community on its priorities and how various transportation projects may affect the community.

Services under this task will include:

- A review of existing conditions in the county and its various communities;
- An assessment of the county's transportation needs;
- As assessment of the county's transportation goals;

- Recommendations on steps the county can take to advance its economic development and transportation goals; and
- Follow-up support to the county for tracking and implementation of the plan and developing future updates to the plan.

Under this task, CAPCOG will conduct stakeholder outreach work with non-metropolitan counties in the TxDOT Austin District (Blanco, Gillespie, Lee, Llano, and Mason Counties). Since Gillespie and Mason Counties are located outside of CAPCOG's 10-county region, CAPCOG will consult with the Alamo Area Council of Governments (AACOG) and Concho Valley Council of Governments (CVCOG) prior to offering such services to these counties.

### **Task 3 Deliverables:**

Specific written deliverables will be described in detail in CAPCOG's annual work plans.

Deliverable 3.1: Details of Rural Transportation and Economic Development Planning Performed

Deliverable 3.1 Due Date: the 15<sup>th</sup> day of each month in the monthly report

Task 3 Estimated Cost: \$72,000.00

### **Task 4: Project Development and Planning Assistance**

CAPCOG will perform on-demand consultative services for cities and counties in the TxDOT district that will benefit the cities and counties in their transportation planning and funding and that are also intended to relieve the fiscal, administrative, and operational burdens on the TxDOT district. Examples of projects that can be included in the annual work plan are:

- Assisting cities and counties with project development to get needed transportation projects shovel-ready or grant-application-ready for funding from DOT or other programs that typically have short application periods,
- Assisting cities and counties in the preparation of applications for grants for transportation projects from TxDOT sources (such as its coordinated call for projects) and sources other than TxDOT, such as the U.S. Department of Transportation's (USDOT's) Rural Surface Transportation Grant and Safe Roads and Streets for All programs,
- Assisting local governments with the preparation of access management plans that they could implement on properties having frontage on TxDOT system roadways, and
- Maintaining a centralized database of transportation related fees that cities and counties collect as a result of development projects that are to be used for improvements to the TxDOT system where TxDOT cannot enter into an agreement with the developer due to the development lacking frontage on a system roadway, or similar reason.

CAPCOG will also provide consultative services that apply to the entire TxDOT district. Examples of region-wide planning projects that can be included in the annual work plan are:

- Providing public outreach assistance to TxDOT district for the Rural TIP and similar programs,
- Providing assistance to address special regional issues such as emergency transportation planning, incident management, and routing of hazardous materials and oversized loads, and
- Developing and coordinate a region-wide electric vehicle strategy.

Services related to this task will be provided for all counties in the TxDOT Austin District, with the priority for non-urbanized areas.

### **Task 4 Deliverables:**

Specific written deliverables will be described in detail in CAPCOG's annual work plans.

Deliverable 4.1: Details of Project Development and Planning Assistance Provided

Deliverable 4.1 Due Date: the 15<sup>th</sup> day of each month in the monthly report

Task 4 Estimated Cost: \$200,000.00

#### **Task 5: GIS and Data Analysis**

Although GIS and data analysis services may be involved to some extent in other tasks, this task covers other activities that are either primarily GIS- or data-focused. Some of the activities under this task may require city or county participation and others can be performed without the city or county involvement. Examples of GIS and data analysis projects that can be included in the annual work plan include:

- Assisting the non-MPO counties with preparing county road inventories,
- Providing monthly jurisdictional boundary updates for cities and road centerlines,
- GIS support for mapping projects and public comments for the Rural TIP,
- Collecting and analyzing real-time data (e.g., Streetlight Data) along TxDOT system roadways and providing on-demand reports to TxDOT highlighting trends in vehicle trips, freight, origins/destinations, etc., and
- Integrating various transportation-related GIS data to provide a single-resource for regional transportation data.

Services under this task will be provided for all 9 counties that overlap between CAPCOG and the TxDOT Austin District.

#### **Task 5 Deliverables:**

Specific written deliverables will be described in detail in CAPCOG's annual work plans.

Deliverable 4.1: Details of GIS and Data Analysis Services Provided

Deliverable 4.1 Due Date: the 15<sup>th</sup> day of each month in the monthly report

Task 5 Estimated Cost: \$80,000.00

#### **Task 6: Contract Administration**

This task encompasses work involved in preparing monthly reports and invoices, as well as any work that may be required to amend, renew, or extend this contract throughout the contract's performance period. Work will be documented in monthly reports.

#### **Task 6 Deliverables:**

Deliverable 6.1: Monthly Progress Report

Deliverable 6.1 Due Date: the 15<sup>th</sup> of each month for the preceding calendar month

Deliverable 6.2: Monthly Invoice

Deliverable 6.2 Due Date: the 30<sup>th</sup> of each month for the preceding calendar month

Task 6 Estimated Cost: \$8,000.00



### **CAPCOG Project Representative**

CAPCOG's Project Representative and their contact information are listed below. CAPCOG's Project Representative is authorized to submit deliverables and negotiate with TxDOT's project representative(s) on behalf of CAPCOG regarding this contract. Any change in TxDOT's project representative or other contract communications will be directed to CAPCOG's project representative.

- Name: Charles Simon
- Title: Director of Regional Planning and Services
- Phone: (512) 916-6039
- E-mail: [csimon@capcog.org](mailto:csimon@capcog.org)

**ATTACHMENT B****Budget**

<b>Task and Description</b>	<b>Budget</b>
<b>Task 1: Work Plan Development</b>	<b>\$8,000.00</b>
<b>Task 2: Administration of CARTPO</b>	<b>\$32,000.00</b>
<b>Task 3: Rural Transportation and Economic Development Planning</b>	<b>\$72,000.00</b>
<b>Task 4: Project Development and Planning Assistance</b>	<b>\$200,000.00</b>
<b>Task 5: GIS and Data Analysis</b>	<b>\$80,000.00</b>
<b>Task 6: Contract Administration</b>	<b>\$8,000.00</b>
<b>Total</b>	<b>\$400,000.00</b>

**Fiscal Year 2025**

<b>PERSONNEL</b>						
Personnel Category	Hours Per Month	Months	Rate	Line Item Total		Total Cost
Senior Staff	48	12	\$75.28	\$43,361.00		
Junior Staff	165	12	\$52.24	\$103,429.00		
Office Staff	16	12	\$34.11	\$3,275.00		
<b>Total Personnel</b>						<b>\$150,065.00</b>
<b>TRAVEL (destinations to be determined)</b>						
Travel Type	Number of Round Trips	Miles Per Round Trip	Total	Current Rate	Line Item Total	Total Cost
Mileage	6	150	900	\$0.67	\$603.00	
<b>Total Travel</b>						<b>\$603.00</b>
<b>OTHER OPERATING COSTS</b>						
Category	Units	Cost/Unit	Total			Total Cost
Telecommunications	12	\$21.00	\$252.00			
Office Space	12	\$570.00	\$6,840.00			
Information Technology Support	12	\$309.00	\$3,708.00			
Accounting Services	12	\$742.00	\$8,904.00			
Payroll and Personnel Services	12	\$421.00	\$5,052.00			
Indirect*	12	\$2,048.00	\$24,576.00			
<b>Total Other Operating Costs</b>						<b>\$49,332.00</b>
<b>Fiscal Year Total</b>						<b>\$200,000.00</b>

\*indirect costs budgeted at 25.16% of salary expenses based FY 2024 negotiated indirect cost rate agreement

**Fiscal Year 2026**

<b>PERSONNEL</b>						
Personnel Category	Hours Per Month	Months	Rate	Line Item Total		Total Cost
Senior Staff	48	12	\$75.28	\$43,361.00		
Junior Staff	165	12	\$52.24	\$103,429.00		
Office Staff	16	12	\$34.11	\$3,275.00		
<b>Total Personnel</b>						<b>\$150,065.00</b>
<b>TRAVEL (destinations to be determined)</b>						
Travel Type	Number of Round Trips	Miles Per Round Trip	Total	Current Rate	Line Item Total	Total Cost
Mileage	6	150	900	\$0.67	\$603.00	
<b>Total Travel</b>						<b>\$603.00</b>
<b>OTHER OPERATING COSTS</b>						
Category	Units	Cost/Unit	Total			Total Cost
Telecommunications	12	\$21.00	\$252.00			
Office Space	12	\$570.00	\$6,840.00			
Information Technology Support	12	\$309.00	\$3,708.00			
Accounting Services	12	\$742.00	\$8,904.00			
Payroll and Personnel Services	12	\$421.00	\$5,052.00			
Indirect*	12	\$2,0248.00	\$24,576.00			
<b>Total Other Operating Costs</b>						<b>\$49,332.00</b>
<b>Fiscal Year Total</b>						<b>\$200,000.00</b>

\*indirect costs budgeted at 25.16% of salary expenses based FY 2024 negotiated indirect cost rate agreement

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **Article 1. Additional Work**

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

#### **Article 2. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

#### **Article 3. Notice to Proceed**

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

#### **Article 4. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

#### **Article 5. Nonconforming Work**

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

#### **Article 6. Termination**

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

#### **Article 7. Funding**

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local

Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

#### **Article 8. Basis for Calculating Reimbursement Costs**

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

#### **Article 9. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT.

#### **Article 10. Conflict of Interest**

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

#### **Article 11. Local Government Resources**

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

#### **Article 12. Assignment Subcontracts**

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

**Article 13. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

**Article 14. Disputes**

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

**Article 15. No Assignment**

Neither party shall assign, sublet, or transfer any interest in this agreement.

**Article 16. Remedies**

This agreement shall not be considered as specifying the exclusive remedy for any default, but either party may avail itself of any remedy existing at law or in equity, and all remedies shall be cumulative.

**Article 17. License for TxDOT Logo Use**

- A. Grant of License; Limitations: The Local Government is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Local Government may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Local Government agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.
- B. Notice of Registration Required: The Local Government's use of the Flying "T" under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying "T" is registered in the United States Patent and Trademark Office (USPTO).
- C. No Assignment or Sublicense: The Local Government may not assign or sublicense the rights granted by this article without the prior written consent of the State.
- D. Term of License: The license granted to the Local Government by this article shall terminate at the end of the term specified by this contract.

**Article 18. Records and Ownership**

- A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation and by the Office of the Inspector General.
- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.

- D. Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by the Local Government or its subcontractors under this contract shall be owned by TxDOT and will be delivered to TxDOT at the time the contract is completed or terminated.
- E. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

#### **Article 19. Reference to Costs Principles and Circulars**

Reimbursement with state or federal funds will be limited to costs determined to be reasonable and allowable under cost principles established in OMB Circular A-21, "Cost Principles for Educational Institutions," or 2 CFR 200. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

#### **Article 20. Equal Employment Opportunity**

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government agrees to consider minority universities for subcontracts when the opportunity exists. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

#### **Article 21. Civil Rights Compliance**

- A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local



Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  - b. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## **Article 22. Noncollusion**

The Local Government warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Local Government, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Local Government breaches or violates this warranty, the Texas Department of Transportation shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

## **Article 23. Lobbying Certification**

In executing this agreement, each signatory certifies that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This statement is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this statement is a prerequisite for making or entering into this agreement imposed by Title 31 U.S.C. §1352. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made.

#### **Article 24. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

#### **Article 25. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

#### **Article 26. Notices**

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

<b>Local Government:</b>	Betty Voights, Executive Director of CAPCOG 6800 Burleson Road, Building 310, Suite 165 Austin, TX 78744
<b>TxDOT:</b>	<p>Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701</p> <p><b>For Submission of Invoices:</b> Texas Department of Transportation ATTN: Austin District – Project Delivery 7901 N. IH 35, Building 1 Austin, TX 78753 <a href="mailto:AUS_PROJECT_DELIVERY_CONTRACTS@txdot.gov">AUS_PROJECT_DELIVERY_CONTRACTS@txdot.gov</a></p>

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

#### **Article 27. Pertinent Non-Discrimination Authorities**

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **ATTACHMENT D**

### **Resolution or Ordinance**

RESOLUTION AUTHORIZING THE CAPITAL AREA COUNCIL OF GOVERNMENTS TO ENTER INTO AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION PLANNING SUPPORT FOR FISCAL YEARS 2025 AND 2026

WHEREAS, The Capital Area Council of Governments (CAPCOG) is designated as the Regional Planning Commission for State Planning Region 12, consisting of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties, under Chapter 391 of the Local Government Code;

WHEREAS, CAPCOG's general purpose is to encourage and facilitate local governments in the region to cooperate with one another, with other levels of government, and with the private sector to plan for the future development of the region and thereby improve the health, safety, and general welfare of their citizens;

WHEREAS, CAPCOG formed the the Capital Area Regional Transportation Planning Organization (CARTPO) to serve as a Regional Transportation Planning Organization (RTPO) as described in 23 CFR §450 to support regional transportation planning in the 10-county CAPCOG region;

WHEREAS, the Texas Department of Transportation (TxDOT) Austin District overlaps with nine of the ten counties in the CAPCOG region (Bastrop, Blanco, Burnet, Caldwell, Hays, Lee, Llano, Travis, and Williamson Counties) and includes two additional counties outside of the CAPCOG region (Gillespie and Mason Counties);

WHEREAS, an Interlocal Agreement (ILA) based on CAPCOG's proposed scope of work would mutually benefit CAPCOG and the TxDOT Austin District;

NOW, THEREFORE, BE IT RESOLVED BY THE CAPCOG EXECUTIVE COMMITTEE THAT it hereby authorizes an ILA with TxDOT for \$400,000 for state fiscal years 2025 and 2026 based on CAPCOG's proposed scope of work.

Passed and approved on this the 14<sup>th</sup> day of August, 2024.

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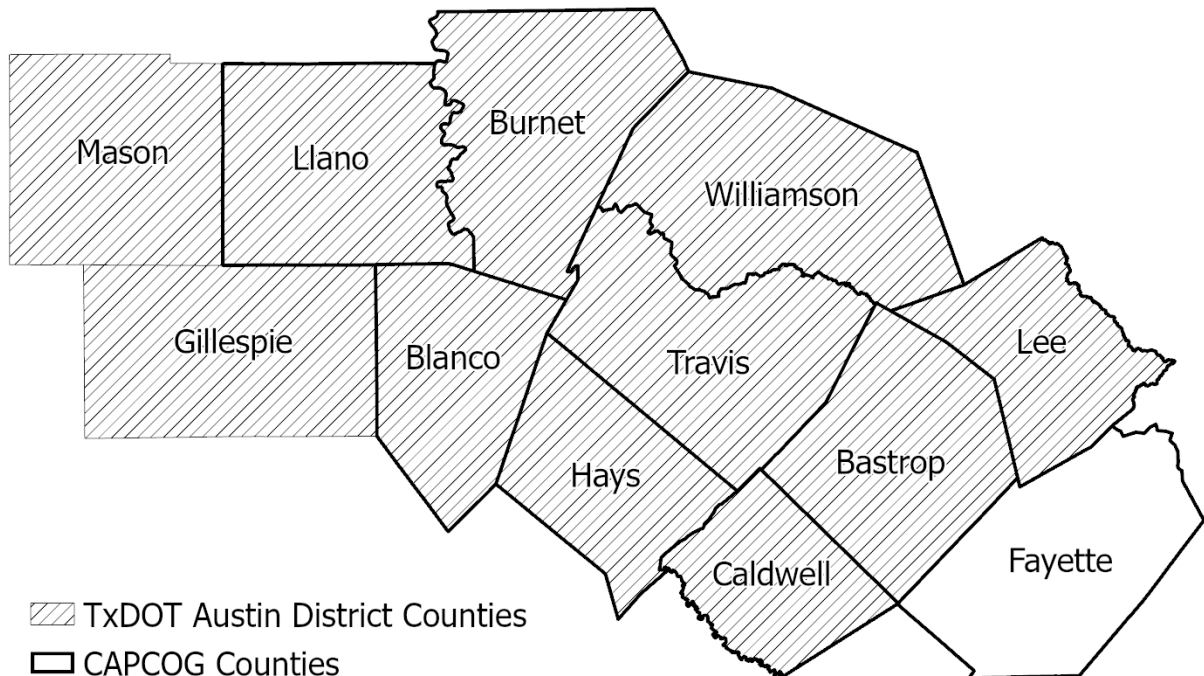
City of Lockhart Mayor Lew White, Chair  
Executive Committee  
Capital Area Council of Governments

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

## ATTACHMENT E

### Location Maps Showing Project



Note: Fayette County's inclusion in this Inter-Local Agreement (ILA) is incidental to its inclusion in State Planning Region 12 and the Capital Area Regional Transportation Planning Organization (CARTPO). As described in the scope of services, no work specifically for Fayette County or communities within Fayette County will be performed under this contract.

## ATTACHMENT F

### Information Resources and Security Requirements

#### 1. TYPES OF DATA

**“TxDOT Data”** means TxDOT information, data, records, and information to which a Contractor-Related Entity has access, has possession, or is otherwise provided to the a Contractor-Related Entity by TxDOT, whether or not intended under or for the purposes of the agreement, including, without limitation, data generated or collected under this agreement, intellectual property created as a work for hire under this agreement, and Personal Identifying Information (as defined below).

TxDOT Data is classified into the four categories that control applicability of security standards: Public, Sensitive, Confidential, and Regulated. See Section 4 for Definitions.

Any data that a Contractor-Related Entity accesses and downloads from a TxDOT system, for use, manipulation, storage, or management is considered Confidential Data unless otherwise specified in writing by TxDOT.

#### 2. DATA REQUIREMENTS

##### 2.1 Data, Data Dictionaries, and Data Flow Diagrams

Contractor shall ensure that all TxDOT Data that is generated, manipulated, transmitted, or stored, utilizes the TxDOT taxonomy, with documented data dictionaries, and data flow diagrams (including security protocols).

##### 2.2 Data Transfer

- (a) At the completion of a deliverable, the Contractor shall transfer all TxDOT Data generated and stored for that deliverable to TxDOT in a manner and format acceptable to TxDOT and approved by TxDOT’s Information Technology Division (“**ITD**”).
- (b) All metadata associated with the TxDOT Data transferred must remain attached to that data.
- (c) Contractor shall maintain the appropriate level of data security throughout the transfer of the TxDOT Data.

##### 2.3 Backup and Disaster Recovery

- (a) Contractor shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems equipment failure, or other disruption of business.
- (b) Contractor shall maintain a disaster recovery plan. Contractor is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Contractor’s reasonable control, and for those costs included as part of the TxDOT infrastructure responsibilities.

##### 2.4 Open Records Requests

Contractor shall not release Information in response to an open record request related to this agreement request unless TxDOT has approved the release in writing.

##### 2.5 Encryption

For Sensitive, Confidential, and Regulated TxDOT Data, the Contractor shall ensure TxDOT Data is encrypted while in-transit and while at-rest in accordance with the TxDOT Controls Catalog Standard SC-13, Cryptographic Protection and SC-08, Transmission Confidentiality and Integrity security requirements.

## 2.6 Accessibility

Contractor shall ensure all products provided under this agreement comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code (TAC) Chapters 206 and 213.

## 3. INFORMATION RESOURCE AND SECURITY REQUIREMENTS

### 3.1 Information Security Safeguards

- (a) Contractor shall implement appropriate administrative, physical, and technical safeguards, in accordance with TxDOT's security requirements, that reasonably and appropriately protects the confidentiality, integrity, and availability of TxDOT Data.
- (b) Contractor shall conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's Information Resources security program pursuant to the TxDOT and DIR's Information Security Controls Catalog Standards.

### 3.2 Potential Cybersecurity Incident or Breach Notification

Contractor shall immediately report to TxDOT via the Report Cybersecurity Incident Page on TxDOT.gov, any potential cybersecurity incident or breach involving TxDOT Data (See Section 4, Definitions).

### 3.3 Demonstrating Compliance with Information Security Requirements

Prior to contract award, at renewal, and on a recurring basis, Contractor must provide a TxDOT Security Questionnaire as documented in the contract. Additionally, upon reasonable notice to the Contractor, and if TxDOT determines that the Contractor has violated this agreement, TxDOT, directly or through its agent, may request an attestation, which may include additional attestations, and evidence that Contractor is in compliance with applicable laws, regulations, and standards outlined in 3.5.

### 3.4 Security Training

In accordance with Section 2054.5192 of the Texas Government Code, each Contractor-Related Entity that will access a TxDOT computer system or database must complete a TxDOT approved cybersecurity training program that is certified under Section 2054.5192 of the Texas Government Code. The training program must be completed during the term of the contract and during any renewal period. The Contractor shall provide verification of completion of the cybersecurity training program in a method designated by TxDOT.

### 3.5 Applicable Laws, Regulations, and Standards

Contractor shall perform the services in accordance with the following standards, notify TxDOT of situations where compliance is not achievable, and assist TxDOT with the prevention of security gaps or conflicts that could impair security performance. Contractor shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services. A non-exhaustive list of federal, state, and local laws and regulations that might be applicable include the following.

- (1) DIR Security Controls Standard Catalog and applicable TxDOT Security Requirements
  - (A) For Public Data, TxDOT and DIR Security Controls Standards Catalog low baseline and applicable TxDOT security requirements.
  - (B) For Sensitive Data TxDOT and DIR Security Controls Standards Catalog low baseline with Sensitive overlay and applicable TxDOT security requirements.
  - (C) For Confidential Data, TxDOT and DIR Security Controls Standards Catalog moderate baseline and applicable TxDOT security requirements.
  - (D) For Regulated Data, TxDOT and DIR Security Controls Standards Catalog moderate baseline, applicable TxDOT security requirements, and applicable regulated security

requirements.

(2) TX-RAMP Requirements

- (A) Contractor shall ensure that any Contractor-Related Entities providing a Cloud Computing Service to TxDOT that creates, accesses, transmits, uses, or stores TxDOT Data must be authorized in the Texas Risk and Authorization Management Program (“**TX-RAMP**”)
- (B) TxDOT may approve the use of a TX-RAMP provisional status in lieu of a TX-RAMP certification. This approval is not effective unless approved in writing by the TxDOT Chief Information Security Officer (“**CISO**”) and DIR.
- (C) Applicable Contractor-Related Entities must achieve the following levels of authorization by the following dates for any new contract or renewal of existing contract:
  - a. Low Security Baseline – TX-RAMP Level 1 Status no later than January 1, 2023
  - b. Moderate Security Baseline – TX-RAMP Level 2 Status no later than January 1, 2022
  - c. High Security Baseline –
    - 1. TX-RAMP Level 2 Status no later than January 1, 2022
    - 2. Federal Risk and Authorization Management Program (“**FedRAMP**”) High Baseline no later than January 1, 2022

(3) State Laws and Regulations:

- (A) Texas Administrative Code, Chapter 202 – Information Security Standards
- (B) Texas Administrative Code, Chapter 206 – State Websites
- (C) Texas Administrative Code, Chapter 213 – Electronic and Information Resources
- (D) Texas Government Code, Chapter 552 – Public Information
- (E) Texas Government Code, Chapter 2054 – Information Resources
- (F) Texas Penal Code, Chapter 33 – Computer Crimes
- (G) For Confidential data, Texas Business and Commerce Code, Chapter 521 – Unauthorized Use of Identifying Information
- (H) For Confidential data containing Protected Health Information, Texas Health and Safety Code, Chapter 181 – Medical Records Privacy
- (I) For Regulated data containing Payment Card Industry (“**PCI**”) information, the Payment Card Industry Data Security Standards (“**PCI-DSS**”)
- (J) For Regulated data containing Criminal Justice Information (“**CJI**”), the Criminal Justice Information Services (“**CJIS**”) Security Policy

### 3.6 Information Resources Technology

- (a) Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Architectural Review Board (“**ARB**”) prior to any development or design.
- (b) Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Change Advisory Board (“**CAB**”) prior to implementation or delivery.

### 3.7 Information Resources Technology (“**IRT**”) Procurements



ITD must approve all procurements of:

- (1) Information Resources Technology that will be owned by TxDOT.
- (2) IT services for any environment that provides processing, storage, networking, management and the distribution of data to ensure alignment with Texas Government Code, Chapter 2054, Subchapter L.

### 3.8 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §§ 200.216 and 200.471, Contractor shall not provide services, equipment, or systems for telecommunications or video surveillance that (a) are provided or manufactured by or (b) have components provided or manufactured by any of the following business entities:

- (1) Huawei Technologies Company
- (2) ZTE Corporation
- (3) Hyatera Communications Corporation
- (4) Hangzhou Hikvision Digital Technology Company
- (5) Dahua Technology Company
- (6) Any subsidiary or affiliate of an entity listed above

### 3.9 Background Checks Required for Access to TxDOT Data and TxDOT Systems

- (a) Contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access to any TxDOT system.
- (b) Contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access in a Contractor-Related Entity Environment to TxDOT Data that requires a Moderate or High Security Baseline
- (c) A “**Background Check**” must include the following:
  - (1) Verification of Social Security number;
  - (2) All true alias names and counties
  - (3) Federal and county level checks for felony and misdemeanor arrest and convictions for the past seven years, including sentences of deferred adjudication – all names;
  - (4) Search of national criminal database – all names;
  - (5) Search of state and national sex offender registry – all names; and
  - (6) Search of the government sanction registry listings.
- (d) Contractor shall not allow any Contractor-Related Entity for which Contractor received any unfavorable result when conducting a Background Check to access TxDOT Data or any TxDOT System.
- (e) TxDOT may make exceptions to 3.9(d) on a case-by-case basis. Any exception granted by TxDOT must be in writing to be effective.
- (f) Upon request by TxDOT, Contractor shall provide documentation that demonstrates to TxDOT’s satisfaction that Background Checks have been conducted as required and that no Contractor-Related Entity with one or more unfavorable results has received access to TxDOT Data or any TxDOT System.
- (g) Contractor shall immediately notify TxDOT if it learns of any change in status that might cause a Contractor-Related Entity to receive an unfavorable result from a Background Check.
- (h) If Contractor fails meet the requirements of 3,9, TxDOT may terminate this contract immediately

with no further liability to the Contractor.

### 3.10 Interconnection of TxDOT and Contractor-Related Entity Environment

If a Contractor-Related Entity has or will have one or more interconnections between an Information System in that Contractor-Related Entity's Environment and a TxDOT System or Systems, the Contractor shall execute or cause to be executed an Interconnection Security Agreement ("**ISA**") for each interconnection. An executed ISA must be provided to TxDOT for each new interconnection prior to connection.

- 3.11 Upon request by TxDOT, Contractor shall provide any additional information or documentation that TxDOT determines is necessary to confirm a Contractor-Related Entity's compliance with this section. If Contractor fails to provide requested information as required, TxDOT may terminate this contract immediately with no further liability to the Contractor.

## 4. DEFINED TERMS

- 4.1 "**baseline**" means the set of minimum security controls defined for a low-impact, moderate-impact, or high-impact information system. Information on applicable baselines is available at <https://www.txdot.gov/inside-txdot/division/information-technology/Cybersecurity/cybersecurity-resources.html>.
- 4.2 "**Breach**" means "breach of system security" as defined in Section 521.053(a) of the Texas Business and Commerce Code, which defines breach of system security as "the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data."
- 4.3 "**Cloud Computing Service**" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud computing is referenced in Texas Government Code Title 10, Subtitle D, Chapter 2157, Subchapter A, Section 2157.007 and is defined in NIST 800-145.
- 4.4 "**Confidential Information**" has the meaning provided in 1 Texas Administrative Code § 202.1(5), which states the confidential information means "information that must be protected from unauthorized disclosure or public release based on published laws or legal agreements." Information that is Confidential Information under this definition includes:
- (a) Dates of birth of living persons
  - (b) Driver's license numbers
  - (c) License plate numbers
  - (d) Credit card numbers
  - (e) Insurance policy numbers
  - (f) Attorney-Client communications
  - (g) Drafts of policymaking documents
  - (h) Information related to pending litigation
  - (i) Audit working papers
  - (j) Competitive bidding information before contract awarded.
  - (k) Personal Identifiable Information
  - (l) Sensitive Personal Information

- (m) Regulated data
  - (n) Information excepted from disclosure requirements of Chapter 552 of the Texas Government Code ("**Texas Public Information Act**") or other applicable state or federal law
  - (o) Compliance reports for which the Texas Attorney General has granted permission to withhold
  - (p) Investigative working papers and draft reports excepted from disclosure under Section 552.116 of the Texas Government Code
- 4.5 "**Contractor-Related Entity**" means Contractor; subcontractors; their employees, agents and officers; and all other persons for whom Contractor might be legally or contractually responsible.
- 4.6 "**Contractor-Related Entity Environment**" means an Environment for which TxDOT does not manage or control the system environment, servers, operating systems, or storage with the exception of user-specific configuration settings.
- 4.7 "**Data**" means the representation of facts; as the raw material of information that is used as a basis for reasoning, decision-making, discussion, or calculation.
- 4.8 "**Data Dictionary**" means a directory of the definitions, purpose, policies and structure about data. It is a compilation of information about the data owned by the enterprise. It describes every data item in a database in enough detail for users and application developers to know what the data is and how to make use of it.
- 4.9 "**Environment**" means an aggregate of procedures, conditions, and objects affecting the development, operation, and maintenance of an information system.
- 4.10 "**Information**" means data, regardless of form, that is created, contained in, or processed by information resources facilities, communications networks, or storage media.
- 4.11 "**Information Resources Technology**" means data processing and telecommunications hardware, software, services, supplies personnel, facility resources, maintenance and training that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information.
- 4.12 "**Information System**" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. An Information System normally includes, but is not limited to, hardware, software, network infrastructure, information, applications, communications, and people.
- 4.13 "**Personal Identifying Information**" means information that alone or in conjunction with other information identifies an individual, including an individual's:
- (a) Name, social security number, date of birth, or government-issued identification number;
  - (b) Mother's maiden name;
  - (c) Unique biometric data, including the individual's fingerprint, voice print, and retina or iris image; and
  - (d) Unique electronic identification number, address, or routing code.
- 4.14 "**Potential Cybersecurity Incident**" means an event which may result in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.
- 4.15 "**Public Data**" means Data that is subject to public disclosure pursuant to the Texas Public Information Act and freely and without reservation made available to the public.

- 4.16 **“Public information”** means information written, produced, collected, assembled, or maintained by or for a governmental body, including information held by individual officers or employees of a governmental body, in connection with the transaction of official TxDOT business. This includes information that is held by contractors and consultants and that TxDOT owns, to which TxDOT has a right of access, or on which public money was spent for the purpose of writing, producing, collecting, assembling, or maintaining the information. Public information includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business. Public information may be stored in any medium and may exist in forms such as books, papers, letters, documents, e-mails, Internet postings, text messages, instant messages, printouts, photographs, maps, drawings, and audio and video recordings. Public information does not include tangible items, such as computers or guardrails.
- 4.17 **“Regulated Data”** means information for which the use and protection of is dictated by a state or federal agency or by third party agreements.
- 4.18 **“Sensitive Data”** means information that could be subject to release under an open records requests, but should be controlled to protect third parties, and should be vetted and verified before release. At TxDOT, this could include operational information, personnel records, research, or internal communications.
- 4.19 **“Sensitive Personal Information”** has the meaning provided by Section 521.002(2) of the Texas Government Code, which defines sensitive personal information as:
- (a) An individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and item are not encrypted:
    - (1) Social Security Number
    - (2) Driver’s license number or government-issued identification number; or
    - (3) Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or
  - (b) Information that identifies an individual and relates to:
    - (1) The physical or mental health or condition of the individual;
    - (2) The provision of health care to the individual; or
    - (3) Payment for the provision of health care to the individual.
- 4.20 **“TxDOT Security Questionnaire”** means a cybersecurity and privacy questionnaire that provides TxDOT ITD necessary information for third party attestation in accordance with TxDOT requirements.
- 4.21 **“TxDOT System”** means an Information System that is owned, managed, or maintained by TxDOT or on behalf of TxDOT.

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 10. Consider Awarding Grants to Clean Air Coalition Member Organizations for Collecting Fleet Monitoring Data

### GENERAL DESCRIPTION OF ITEM:

CAPCOG's 2024-2025 "Near-Nonattainment"/Rider 7 grant from the Texas Commission on Environmental Quality provides funding to conduct air monitoring and emissions inventory development related to ground-level ozone (O<sub>3</sub>) for the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA). In exchange for receiving data from actual fleet vehicles in use, CAPCOG is providing grants to participating Clean Air Coalition (CAC) member organizations. The grantee organizations will submit vehicle data at least monthly that will be included in the emissions inventory. Some of the participating organizations' fleet vehicles already have data collection devices installed. The grants for organizations that do not currently have installed devices include funding for the device installation. The collected emissions data will be analyzed by the Texas Transportation Institute under the interlocal agreement authorized by the Executive Committee at its July 10, 2024, meeting.

CAPCOG expects 10 Clean Air Coalition communities to participate. Those communities, the number of fleet vehicles contributing data, and the maximum grant amounts to each organization are indicated in the attached memo. The City of Austin has chosen not to receive grant funding.

### 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: \$149,000.00

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:

Award grants to Clean Air Coalition member organizations to collect and submit fleet vehicle emissions data.

### BACK-UP DOCUMENTS ATTACHED:

1. Memo
2. Draft Grant Agreement Template

**BACK-UP DOCUMENTS NOT ATTACHED:** None



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

## MEMORANDUM

### August 14, 2024

**TO:** Executive Committee

**FROM:** Charles Simon, Director of Regional Planning and Services

**RE:** Fleet Monitoring Study Collaboration

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The Texas Commission on Environmental Quality (TCEQ) awarded the Capital Area Council of Governments (CAPCOG) funding for the 2024-2025 fiscal years for the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), which consists of Bastrop, Caldwell, Hays, Travis, and Williamson Counties. The statement of work associated with the funding allows for ozone (O<sub>3</sub>) monitoring and conducting an emissions inventory. CAPCOG proposes to provide grant funding to participating Clean Air Coalition members to collect data from the organizations' fleet vehicles. Data will be collected through the use of data loggers installed on the organizations' fleet vehicles. Typical data that will be collected include:

- Vehicle Details (Make, Model & Model Year)
- Vehicle Movements (Lat and long)
- Vehicle Speed
- Engine Load
- Engine Revolutions per Minute (RPM)
- Engine Temperature
- Mass Air Flow
- Battery-use (for EVs only)

The grant amounts are based on the number of vehicles that an organization has participating in the inventory and the number of vehicles that will require the installation of data loggers – some organizations' fleet vehicles already have loggers. The total grant amount shall not exceed \$25,000 for each organization.

Between May 20 and June 30, 2024, CAPCOG's Air Quality program staff began outreach to all CAC members to solicit interested in participating in the inventory.



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Ten organizations have expressed interest in the program during the outreach period. The number of vehicles they indicated as participating in the inventory and the maximum grant amount for each are indicated below.

<u>Organization</u>	<u>Vehicles</u>	<u>Maximum Grant Amount</u>
City of Buda	65	\$25,000.00
City of Cedar Park	120	\$20,000.00
Hays County	18	\$9,000.00
City of Kyle	10	\$5,000.00
City of Lago Vista	10	\$5,000.00
City of Round Rock	150	\$25,000.00
City of San Marcos	282	\$20,000.00
St. Edward's University	122	\$20,000.00
Travis County	1,500	\$20,000.00
City of Austin	4,500	\$0.00
<b>Total</b>	<b>6,777</b>	<b>\$149,000.00</b>

# Capital Area Council of Governments Interlocal Agreement for Fleet Vehicle Emissions Study Grant 2024-2025

## **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 \_\_\_\_\_ ("CONTRACTOR") is a \_\_\_\_\_ and political subdivision 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. CONTRACTOR is capable of providing vehicle data to CAPCOG that can be used to develop an on-road emissions inventory report.
- 1.5. This agreement is entered into between CAPCOG and CONTRACTOR 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 and 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 CONTRACTOR being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

## **Sec. 2. Goods and Services**

- 2.1. CONTRACTOR agrees to provide CAPCOG with the goods and services described in Attachment A and Attachment B.
- 2.2. CAPCOG agrees to comply with the terms of the Data Use Terms in Attachment C.

## **Sec. 3. Term of Agreement**

- 3.1. The effective date of this agreement is September 1, 2024, and ends December 31, 2025, unless sooner terminated under Sec. 9, 10, or 11, or extended by written mutual agreement of the Parties.

## **Sec. 4. Agreement Price and Payment Terms**

- 4.1. CAPCOG agrees to compensate CONTRACTOR for the goods and services provided under this Agreement, in a fixed price amount not to exceed \_\_\_\_\_ as described in Attachment A.
- 4.2. CONTRACTOR agrees to submit an invoice to CAPCOG for the full grant amount no later than November 30, 2024.



- 4.3. The invoice requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.
- 4.4. CONTRACTOR agrees to certify the invoice as follows:  
  
CONTRACTOR certifies that this invoice is correct and complete and that the amount requested has not been received.
- 4.5. CAPCOG agrees to pay CONTRACTOR the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the deliverable 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 CONTRACTOR that arises out of CONTRACTOR's breach of this agreement or any negligent or intentional act of CONTRACTOR under this agreement or any of the transactions contemplated under this agreement, CONTRACTOR 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 Indemnitee 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 CONTRACTOR against all Indemnifiable Losses except to the extent that a CONTRACTOR Indemnitee 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. CONTRACTOR agrees to maintain these records at CONTRACTOR's office address described in Attachment B.
- 9.2. Subject to the additional requirement of Sec. 9.3, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, CONTRACTOR must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 12.2. CAPCOG may suspend or terminate this agreement in whole or in part for unavailability of funds by giving CONTRACTOR 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 terminated on the specified termination date.

## **Sec. 13. Termination for Breach of Contract**

- 13.1. If CONTRACTOR 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 CONTRACTOR, Attn: **ADD NAME, TITLE, ADDRESS, and EMAIL**

- 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 is deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Secs. 15.2 or 15.3, as appropriate.
- 15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention:
- 15.3. Chris Miller, Executive Director, [cmiller@capcog.org](mailto:cmiller@capcog.org).
- 15.4. CONTRACTOR's address is **ADD ORG NAME, TITLE, ADDRESS, and EMAIL**.
- 15.5. 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
- Attachment C: Data Use Agreement

## **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.

\_\_\_\_\_

Capital Area Council of Governments

By \_\_\_\_\_

ADD NAME

ADD TITLE

By \_\_\_\_\_

Betty Voights

Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

# Attachment A: Scope of Services

## Background

The Texas Commission on Environmental Quality (TCEQ) awarded the Capital Area Council of Governments (CAPCOG) funding for 2024-2025 ozone (O<sub>3</sub>)-related monitoring and emissions inventory work for the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), Bastrop, Caldwell, Hays, Travis, and Williamson Counties, for work detailed in CAPCOG's Statement of Work (SoW) with TCEQ for 2024-2025 O<sub>3</sub> Work. Included in this SoW is Task 3.1.2 – On-Road Emission Inventory: Fleet Monitoring Study.

The Fleet Emissions Study is an on-road emissions inventory project that involves the direct collection of vehicle activity data by purchasing and installing data loggers along with the associated fleet monitoring software, on participating Central Texas Clean Air Coalition (CAC) members' vehicles and collecting data from the vehicles. CAPCOG will use the collected vehicle activity data to generate emissions estimations and 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 participating CAC members 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. Develop emissions rates necessary for developing on-road emissions inventory for fleet activity data collected through this project.
- d. Compile a spreadsheet or series of spreadsheets showing hourly emissions for each vehicle and a report documenting the work performed for this study.

While participating partners may continue to collect and share data with CAPCOG beyond the study period, payment under this Scope of Work is only for data collected prior to December 31, 2025.

CAPCOG will use the collected vehicle activity data to generate emissions estimations and perform the following activities:

- e. Developing a data collection plan that will be submitted to TCEQ for approval as a Quality Assurance Project Plan (QAPP).
- f. Advise participating CAC members 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.
- g. Develop emissions rates necessary for developing on-road emissions inventory for fleet activity data collected through this project.
- h. Compile a spreadsheet or series of spreadsheets showing hourly emissions for each vehicle and a report documenting the work performed for this study.

While participating partners may continue to collect and share data with CAPCOG beyond the study period, payment under this Scope of Work is only for data collected prior to December 31, 2025.

## Task 1: Fleet Vehicle Data Collection

\_\_\_\_\_ (CONTRACTOR) will collaborate with CAPCOG on the study aimed at using vehicle activity monitoring systems to collect data that can be used for air quality emissions estimations.

CAPCOG will use this data to create emissions rates necessary for developing the on-road emissions inventory for the fleet activity data collected and compile a spreadsheet or series of spreadsheets showing hourly emissions for each vehicle participating in the study.

CAPCOG will fund CONTRACTOR for data collected and submitted using the following calculation: \$25 per month per vehicle up to \$20,000.

**Deliverable 1.1:** Inventory of Participating Vehicles and Data Collection Template

CONTRACTOR will provide CAPCOG with an inventory of participating vehicles and work with CAPCOG to develop an approved template which data is but shared and how these data should be collected. If vehicles are added or removed from the project, CONTRACTOR will update the inventory when sharing collected data.

**Due Date** Within 10 Business Days of Agreement Exexution

**Deliverable 1.2:** Monthly Submission of Data Collected unless other agreement is made

Data will be shared with CAPCOG at least monthly and should include the second-by-second vehicle activity stats with the following parameters:

- Vehicle Details (Make, Model & Model Year);
- Vehicle Movements (Lat and long);
- Vehicle Speed;
- Engine Load;
- Engine Revolutions per Minute (RPM);
- Engine Temperature;
- Mass Air Flow; and
- Battery-use (for EVs only).

**Due date:** No later than the 10<sup>th</sup> Day of each month.

**Total Cost:** \$\_\_,000

## CAPCOG Project Representative

## Project Representative



## Attachment C: Data Use Terms

\_\_\_\_\_ (CONTRACTOR) has developed, compiled, maintained, and/or collected certain vehicle activity data that CAPCOG wishes to evaluate create an inventory of air quality emissions estimations. CONTRACTOR is willing to provide such data for CAPCOG purposes only. The parties therefore agree as follows:

- 1. Definitions.** For purposes of this Agreement, the following definitions apply:
  - (a) "Data" means the CONTRACTOR datasets identified for evaluation.
  - (b) "Evaluation Period" means either 24-months from the Effective Date or until either party gives written notice of termination of the Evaluation Period, whichever occurs first.
  - (c) "Representative" means any of CAPOG's officers, employees, agents, consultants, advisors, or other representatives.
- 2. License Grant.**
  - (a) CONTRACTOR hereby agrees that data may be included in official documents by CAPCOG including official documents on CAPCOG representative websites.
  - (b) CAPCOG may not:
    - (1) Decompile, personalize, disassemble, or otherwise reverse engineer the Data, or attempt to do so or permit others to do so;
    - (2) Modify the Data or incorporate any portion of the Data into or with any third-party content or materials; or
    - (3) Remove or modify any copyright or other proprietary notices from the Data.
  - (c) CAPCOG acknowledges that:
    - (1) As between CAPCOG and CONTRACTOR, title to the Data remains with CONTRACTOR;
    - (2) This Agreement grants CAPCOG only a limited right to use the Data; and
    - (3) CONTRACTOR reserves all rights in the Data not expressly granted under this Agreement.
- 3. Protection of Data.** CAPCOG shall handle Data with the same care that CAPCOG uses to protect its own data of comparable sensitivity, but not less than reasonable care. CAPCOG may disclose the Data only to its Representatives who need access to the Data for the Evaluation.
- 4. Notification of Unauthorized Activities.** CAPCOG shall promptly advise CONTRACTOR of any known unauthorized disclosure, misappropriation, or misuse of the Data and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- 5. Required Disclosure.** If CAPCOG believes that is legally required to disclose the Data, CAPCOG shall, to the extent allowed by law, promptly give CONTRACTOR written notice of the requirement so as to give CONTRACTOR a reasonable opportunity to pursue preventing or limiting the disclosure. Disclosure by CAPCOG of that portion of the Data which CAPCOG believes it is legally required to disclose, and for which adequate notice was given to CONTRACTOR, will not constitute a breach of this Agreement.
- 6. Indemnifications.** CAPCOG is not required to pursue any claim, defense, cause of action, or legal process or proceeding on CONTRACTOR's behalf.

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 14, 2024

AGENDA ITEM: 11. Consider Recommending Approval of the FY 2025 Annual Budget to the General Assembly

### GENERAL DESCRIPTION OF ITEM:

The fiscal year (FY) 2025 (October 1, 2024 – September 30, 2025) CAPCOG Annual Budget has been prepared in accordance with CAPCOG Bylaws and applicable state and federal regulations. The Budget and Audit Committee held budget work sessions on each month from March through July to guide staff in the preparation of the budget.

Following Executive Committee review and approval of the budget, it will be presented to the General Assembly for final adoption on September 11, 2024. Between the preparation of the budget by staff for this Executive Committee meeting and presentation to the General Assembly in September, there may need to be adjustments to aspects of the budget due to factors beyond staff's control, such as the indirect rate and fringe rate. Any such changes will be noted in the presentation to General Assembly.

The salary schedule must be provided to the State Auditor 45 days prior to the start of the fiscal year, and therefore must be submitted no later than August 17, 2024.

### 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: Andrew Hoekzema, Deputy Executive Director

### BUDGETARY IMPACT:

Total estimated cost: \$40,182,758

Source of Funds: State, Federal, Service Fees, Local and Non-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: N/A

### ACTION REQUESTED:

Recommend approval of the FY 2025 CAPCOG Annual Budget to the General Assembly

### BACK-UP DOCUMENTS ATTACHED:

1. Memo
2. Budget Sources, Uses, and Unrestricted Funds
3. Fringe Costs and Indirect Costs
4. CAPCOG Salary Schedule

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

None



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[www.capcog.org](http://www.capcog.org)

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

## Proposed Fiscal Year 2025 CAPCOG Budget

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### Overview

**CAPCOG's proposed budget for FY 2025 is \$40,182,792.** The largest portion of CAPCOG's budget is CAPCOG's Emergency Communications Division, which accounts for 48% of proposed expenditures and uses, followed by the Aging Services Division, which accounts for another 41% of proposed expenditures and uses. These divisions have a large amount of non-recurring funds carrying forward from FY 2024 that are being used to support the FY 2025 expenditure rates. The remaining funding comes from multiple grants and contracts from the state, the federal government, and a private foundation.

CAPCOG's proposed FY 2025 budget incorporates the FY 2025 Capital Area Emergency Communications District (CAECD) budget, which was adopted by the CAECD Board of Managers on July 10, 2024, for a total of \$20,068,247 in revenue and expenditures. This accounts for 9-1-1 operations and projects managed by the Emergency Communications Division, for the Regional Notification System (RNS) and WebEOC programs managed by the Homeland Security Division, and for most of the cost of the Geographic Information Systems (GIS) program managed by the Regional Planning and Services Division. CAPCOG is using \$2.3 million of the \$12.4 million received from Proposition 8 funding to cover the difference between FY 2025 expenditures and projected FY 2025 revenues.

CAPCOG anticipates receiving a total of about \$15.6 million for the Area Agency on Aging (AAA), including \$8.1 million in new revenue and \$7.5 million in carry-forward from FY 2024. With FY 2024 being the last year of American Rescue Plan (ARP) funding and spending levels exceeding annual funding allocations, we anticipate carry-forward to be reduced by \$2.5 million by the end of FY 2025. This one-time funding will allow us to continue meeting high demand for services in FY 2025, but we anticipate needing to start cutting back certain services starting in FY 2026. The Aging Services Division also continues to receive funding from the state for the Aging and Disability Resource Center (ADRC) and St. David's Foundation for supplemental programs.

CAPCOG's individual grant budgets are prepared and finalized in consultation with funding agencies at varying timelines that do not necessarily coincide with the timeline for preparing and finalizing CAPCOG's annual budget. This makes CAPCOG's budget process somewhat different from the process our member city and county governments follow. We typically are fairly certain about which grants and programs will be funded during the year and, except mainly for the use of unrestricted funds, proposed expenditures just match anticipated revenue and represent a 12-month snapshot of the various funding sources and expenditures.

Key items that adoption of this budget affects include the following:

1. The use of unrestricted funding, such as membership dues;
2. CAPCOG's salary schedule;
3. The fringe rate; and
4. The indirect rate.

Under CAPCOG's bylaws, the General Assembly approves the agency's budget, which it is scheduled to do at its September 11, 2024, meeting. Since there may still be changes in the proposed fringe and indirect rates between now and that meeting based on any new information we receive on benefit rates and negotiations with our federal partners on our indirect rate, these aspects of the budget are still subject to change prior to presentation and adoption by the General Assembly.

### **Staffing and Salaries**

**As recommended by the Budget and Audit Committee, CAPCOG's FY 2025 budget includes a 3% across-the-board labor market adjustment to salaries.** Under state law, COGs are required to have pay plans that do not exceed the one used by the state, and it has been CAPCOG's practice to just adopt the state's plan in order to comply with this requirement. **For FY 2025, CAPCOG proposes to continue to use the state pay plan.** The recommended pay plan identifies planned position for FY 2024, along with the corresponding state pay range. CAPCOG's budget accounts for a total of 77 positions (74.32 FTEs), including 3 temporary positions. We have added positions in the Aging, Emergency Communications, and Regional Planning and Services divisions relative to the FY 2024 budget, and have eliminated a position in the Regional Law Enforcement Academy.

### **Fringe Benefits**

**CAPCOG's estimated fringe rate for FY 2024 is 57.12%**, representing the ratio between the fringe cost pool and the portion of salaries paid to regular employees for time worked. The fringe pool includes benefits, the employer portion of Social Security and Medicaid/Medicare taxes, paid leave, merit bonuses, and benefit consulting services. CAPCOG's benefit package includes medical, vision, dental, life, and long-term disability insurance for employees paid 100% by CAPCOG, as well as a retirement plan and a wellness program. Starting in FY 2024, CAPCOG also began covering 25% of the dependent premiums to defray increasingly high out-of-pocket costs for employees as premiums overall have increased. The proposed FY 2024 pool includes a small adjustment to account for over-recovery of fringe costs in FY 2023.

- **Health, Dental, Vision, Life, and Long-Term Disability Insurance:**
  - Insurance is on a calendar year basis rather than a fiscal year basis, and currently, CAPCOG's medical, dental, and vision insurance plans are provided by Cigna and life and long-term disability insurance plans are provided by Ochs.
  - The proposed fringe rate accounts for a possibility of an increase in medical rates of 10% in 2024 as advised by our benefits consultant. We won't know actual rates until September.
  - CAPCOG's health benefits include a \$167 per month contribution to a Health Reimbursement Account (HRA) for each employee to defray unreimbursed health care costs.
- **Retirement Plan:**
  - CAPCOG's retirement plan is a voluntary, contribution-defined 401k plan.

- For employees that contribute at least 1% of their annual salary, CAPCOG will provide a matching contribution equal to 8% of their annual salary, with a five-year vesting schedule.
- **Paid Leave:**
  - Paid time off for employees includes 12 days of holiday time (10 agency holidays and 2 personal holidays), sick leave, vacation leave, and administrative leave.
  - Since employees are able to get paid for up to 240 hours of unused vacation leave and 48 hours of sick leave upon separation, the pool also includes amounts set aside to cover those costs.
- **Merit Bonuses:**
  - The fringe pool includes a budget for one-time merit bonuses, which the Budget and Audit Committee recommended be budgeted at 2.5% of total FY 2025 salaries.
  - Merit bonuses will be awarded by the Executive Director based on performance.
- **Other:**
  - The fringe pool also includes various costs associated with staffing, including the employer portion of payroll taxes, workers' compensation insurance, and unemployment insurance.
  - The cost for CAPCOG's benefits consultant are also included in the fringe pool

The proposed rate may change by the General Assembly meeting if any new information regarding anticipated rates becomes available in time to incorporate into the budget.

### Indirect Rate

CAPCOG has certain costs, such as general administration and common areas of the office space that need to be allocated as an indirect cost to the various programs that we administer. **CAPCOG's proposed FY 2025 indirect cost pool includes \$1.3 million in expenditures.** In order to recover indirect costs from grants, CAPCOG uses a negotiated indirect cost rate agreement (NICRA) that is approved by CAPCOG's Federal Cognizant Agency, which is the U.S. Department of Interior (DOI). For FY 2025, CAPCOG is splitting the cost of the indirect pool evenly between the Emergency Communications District, which constitutes more than half of the agency's total proposed FY 2025 spending, and between all other funding sources. For the portion covered by other funding sources, **CAPCOG expects a final FY 2024 indirect rate of 25-26% applied to salaries, compared to a current rate of 25.16%.** For the budget presented to the Executive Committee in August, **CAPCOG is using a planning estimate of 25.54%.** CAPCOG's negotiations with DOI have not yet begun but we hope to have a rate finalized by the September General Assembly meeting.

### Program Budget Notes

- **Aging Services:**
  - For the FY 2025 budget, we are splitting out the portion of the AAA funding that we expect to actually spend in FY 2025 (\$10.6 million) versus the amount we are planning to carry-forward to FY 2026 (\$5.0 million). Due to the long amount of time it can take for HHSC to release funding to CAPCOG, it is important to retain a certain amount of carry-forward to cash-flow our AAA services. For FY 2024, for example, we did not get our final notice of funding availability until early June.
  - \$90,000 in local funds from membership dues is budgeted as a required 25% match for AAA funding for program administration
  - HHSC is reducing CAPCOG's FY 2024 funding for the ADRC by approximately \$51,072, representing about a 15% reduction

- St. David's Foundation provides two grants through the Capital Area Initiatives Foundation (CAIF) that enable CAPCOG to carry out additional work.
- **Air Quality:**
  - Recurring state funding through the Rider 7 local air quality planning grants and two one-time EPA grants cover technical projects related to for ground-level ozone (O<sub>3</sub>) and fine particulate matter (PM<sub>2.5</sub>) across the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA) but do not cover all of CAPCOG's air quality planning activities.
  - Outreach, planning, and other types of activities still require local funding.
- **Economic Development:**
  - CAPCOG's planning grant covers a three-year period, but only provides \$70,000 per year.
  - CAPCOG uses membership dues to provide the remaining \$70,000 as match.
- **Emergency Communications:**
  - Majority of revenue comes from state 9-1-1 wireless/prepaid fees allocated to the district
  - The FY 2025 CAECD budget will be updated following the end of FY 2024 to carry projects and funding forward.
- **Homeland Security:**
  - The Homeland Security Division receives funding from the Office of the Governor to assist with the prioritization of grant applications, a planning grant, a training grant, and a Tier II reporting grant.
  - The Homeland Security Division manages RNS and WebEOC, which are funded by the CAECD
- **Law Enforcement Academy:**
  - The academy's operating costs are covered by a training grant from the state with the balance from tuition and training fees. If those sources do not fully cover operating costs, we use local funding to make up the difference.
  - CAPCOG applied for and anticipates receiving two one-time grants totaling about \$130k for replacement of old equipment and the purchase of new equipment for the Law Enforcement Academy.
- **Solid Waste:**
  - We are in the 2<sup>nd</sup> year of our two-year state grant and will be releasing the 2<sup>nd</sup> installment of local grant funds starting 9/1/2024.
  - CAPCOG is also receiving \$80,000 in a new, one-time recycling grant that will be used to fund recycling activities at schools across the region.
- **Transportation:**
  - TxDOT is awarding CAPCOG an additional \$50k a year in funding, bringing the total funding under this contract to \$200k per year.
  - This amount will enable CAPCOG to hire a new full-time transportation planner.

## FY 2025 CAPCOG BUDGET-PROPOSED

<b><u>SOURCES OF FUNDS</u></b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
<b>LOCAL &amp; NON-GRANT</b>		
Membership Dues	\$314,763	\$321,671
Local Air Quality Contributions	\$310,000	\$287,049
RLEA Tuition and Fees	\$252,000	\$217,550
Private Switch Agreements (Emergency Communications)	\$65,000	\$34,886
Contractual Income	\$55,250	\$0
Interest/Misc. Income	\$748,100	\$1,580,500
<b>Subtotal</b>	<b>\$1,745,113</b>	<b>\$2,441,656</b>
<b>9-1-1 SERVICE FEES</b>		
Emergency Service (Landline) Fees set by CAECD Board	\$2,575,833	\$2,354,054
Wireless Service Fees Allocated from the State	\$12,734,869	\$12,890,178
Prepaid Wireless Service Fees allocated from the State	\$1,031,515	\$959,713
<b>Subtotal</b>	<b>\$16,342,217</b>	<b>\$16,203,945</b>
<b>STATE</b>		
Office of the Governor - Criminal Justice/Law Enforcement	\$446,941	\$446,941
Office of the Governor - Homeland Security	\$40,700	\$40,700
Proposition 8 Funding - Carry-Forward	\$0	\$2,342,849
Texas Commission on Environmental Quality	\$1,052,971	\$1,111,851
Texas Department of Transportation	\$150,000	\$200,000
Texas Department of Agriculture	\$11,240	\$12,015
Texas Health and Human Services Commission	\$739,432	\$679,963
<b>Subtotal</b>	<b>\$2,441,284</b>	<b>\$4,834,320</b>
<b>FEDERAL - (Through State/Other Agency)</b>		
Commission on State Emergency Communications	\$8,835,000	\$0
Office of the Governor - Criminal Justice/Law Enforcement	\$0	\$130,710
Office of the Governor - Homeland Security	\$630,214	\$614,850
Texas Commission on Environmental Quality	\$0	\$80,000
Texas Health and Human Services Commission - Current Year	\$5,243,107	\$7,532,188
Texas Health and Human Services Commission - Carry-Forward	\$7,931,284	\$7,548,112
<b>Subtotal</b>	<b>\$22,639,605</b>	<b>\$15,905,859</b>
<b>FEDERAL - (Direct)</b>		
Economic Development Administration	\$70,000	\$70,000
Environmental Protection Agency	\$195,485	\$202,319
<b>Subtotal</b>	<b>\$265,485</b>	<b>\$272,319</b>
<b>OTHER GRANTS</b>		
CAIF - St. David's Foundation	\$496,869	\$524,659
<b>Subtotal</b>	<b>\$496,869</b>	<b>\$524,659</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$43,930,573</b>	<b>\$40,182,758</b>

## FY 2025 CAPCOG BUDGET-PROPOSED

<b><u>USES OF FUNDS</u></b>	<b>FY 2024</b>	<b>FY 2025</b>
<b>AGING SERVICES</b>		
Area Agency on Aging - Program Operations	\$13,662,556	\$10,574,074
Area Agency on Aging - Carry-Forward Reserve for next FY	\$0	\$4,985,994
Aging and Disability Resource Center (ADRC)	\$341,267	\$290,195
CAIF - St. David's Foundation - CAPABLE Project	\$375,240	\$394,478
CAIF - St. David's Foundation - ASC/ADRC Network Coordinator	\$121,629	\$130,181
<b>Subtotal</b>	<b>\$14,500,692</b>	<b>\$16,374,921</b>
<b>EMERGENCY COMMUNICATIONS</b>		
Operations	\$14,863,743	\$17,724,889
Projects	\$9,278,028	\$1,650,000
<b>Subtotal</b>	<b>\$24,141,771</b>	<b>\$19,374,889</b>
<b>HOMELAND SECURITY</b>		
Homeland Security Planning and Training	\$670,914	\$655,550
RNS	\$520,887	\$505,070
WebEOC	\$190,293	\$201,820
<b>Subtotal</b>	<b>\$1,382,094</b>	<b>\$1,362,441</b>
<b>REGIONAL LAW ENFORCEMENT ACADEMY</b>		
Regional Law Enforcement Academy-Operations	\$626,559	\$531,909
Regional Law Enforcement Academy-Equipment	\$0	\$130,710
<b>Subtotal</b>	<b>\$626,559</b>	<b>\$662,619</b>
<b>REGIONAL PLANNING AND SERVICES</b>		
Air Quality	\$1,205,522	\$1,248,285
CDBG - CEDAF	\$11,240	\$12,015
Criminal Justice Planning	\$132,582	\$132,582
Economic Development	\$140,000	\$140,000
Solid Waste	\$352,934	\$441,434
Transportation	\$150,000	\$200,000
Other Projects	\$70,000	\$35,000
<b>Subtotal</b>	<b>\$2,062,279</b>	<b>\$2,209,316</b>
<b>OTHER AND CONTINGENCY</b>	<b>\$69,763</b>	<b>\$198,571</b>
<b>TOTAL FUNDS USED</b>	<b>\$42,783,158</b>	<b>\$40,182,758</b>



**FY 2025 USE OF UNRESTRICTED FUNDING-PROPOSED**

<b>Revenue</b>	<b><u>FY 2024</u></b>	<b><u>FY 2025</u></b>
Membership Dues	\$314,763	\$321,671
Contract Revenue	\$35,000	\$0
Misc. Income/Rebates	\$10,000	\$71,900
<b>Total Revenue</b>	<b>\$359,763</b>	<b>\$393,571</b>
 <b>Expenditures</b>		
Match - Area Agency on Aging Administration	\$90,000	\$90,000
Match - Economic Development (EDA)	\$70,000	\$70,000
Regional Academy	\$60,000	\$0
Regional Planning & Services	\$70,000	\$35,000
Other (GA Meetings, Meeting Food, etc.)	\$28,670	\$24,500
<b>Total Expenditures</b>	<b>\$318,670</b>	<b>\$219,500</b>
 <b>Change in Fund Balance</b>		
Building Maintenance Contingency	\$25,000	\$0
CAPCOG Unassigned/Contingency	\$16,093	\$174,071
<b>Total Change in Fund Balances</b>	<b>\$41,093</b>	<b>\$174,071</b>

FY 2025 CAPCOG BUDGET SOURCES AND USES DETAIL-PROPOSED											
Grantor/Funding Agency	Sources						Uses				Programs/Activities
	Grant or Contract	Service Fees	Local Funds	Prog. Income / Interest	Interfund Transfers	Total	Direct	Indirect	Pass-Through	Total	
<b>CAECD</b>											
9-1-1 Operations	\$2,377,735	\$15,497,054		\$1,500,100		<b>\$19,374,889</b>	\$18,745,537	\$629,352		<b>\$19,374,889</b>	Regional 9-1-1 services, training, projects
Other Emergency Comm. Systems		\$706,891				<b>\$706,891</b>	\$686,705	\$20,186		<b>\$706,891</b>	RNS and WebEOC
<b>CAIF-St. David's Foundation</b>											
Capable Grant	\$394,478					<b>\$394,478</b>	\$365,891	\$28,587		<b>\$394,478</b>	Direct support of seniors in select counties
ASC/ADRC Network Coordinator Grant	\$130,181					<b>\$130,181</b>	\$114,770	\$15,411		<b>\$130,181</b>	Support for Aging Services Council and ADRC
<b>Economic Development Administration</b>											
Planning Grant	\$70,000		\$70,000			<b>\$140,000</b>	\$125,871	\$14,129		<b>\$140,000</b>	Regional economic development planning
<b>Office of the Governor</b>											
Criminal Justice Planning	\$132,582					<b>\$132,582</b>	\$116,940	\$15,642		<b>\$132,582</b>	Support grant process, technical assistance
Regional Law Enforcement Academy	\$445,069		\$0	\$217,550		<b>\$662,619</b>	\$626,811	\$35,808		<b>\$662,619</b>	Basic peace officer course, in-service training
Homeland Security Planning	\$464,850					<b>\$464,850</b>	\$420,062	\$44,788		<b>\$464,850</b>	Homeland security planning
Homeland Security Grant Support	\$40,700					<b>\$40,700</b>	\$35,436	\$5,264		<b>\$40,700</b>	Support grant process, technical assistance
Homeland Security Training and Exercises	\$125,000					<b>\$125,000</b>	\$125,000			<b>\$125,000</b>	Regional exercises and specialized training
Tier II Reporting	\$25,000					<b>\$25,000</b>	\$25,000			<b>\$25,000</b>	Hazardous materials reporting
<b>Tx. Comm. on Environmental Quality</b>											
Solid Waste	\$432,934			\$8,500		<b>\$441,434</b>	\$201,225	\$23,209	\$217,000	<b>\$441,434</b>	Solid waste planning and grants
Air Quality	\$758,917					<b>\$758,917</b>	\$742,329	\$16,588		<b>\$758,917</b>	Air pollution monitoring and inventories
<b>Tx Department of Agriculture</b>											
CEDAF	\$12,015					<b>\$12,015</b>	\$10,599	\$1,416		<b>\$12,015</b>	Rural CDBG technical assistance
<b>Tx Health and Human Services Commission</b>											
Aging and Disability Resource Center	\$290,195					<b>\$290,195</b>	\$259,764	\$30,431		<b>\$290,195</b>	Info referral and assistance, ADRC support
Area Agency on Aging	\$15,470,201		\$90,000			<b>\$15,560,201</b>	\$9,430,298	\$358,208	\$5,771,562	<b>\$15,560,067</b>	Older Americans Act services
<b>Tx Department of Transportation</b>											
Planning Contract	\$200,000					<b>\$200,000</b>	\$175,723	\$24,277		<b>\$200,000</b>	Contract for services
<b>U.S. Environmental Protection Agency</b>											
PM2.5 Monitoring Grants	\$202,319					<b>\$202,319</b>	\$197,937	\$4,382		<b>\$202,319</b>	PM2.5 air pollution monitoring
<b>Other Non-Grant</b>											
Local Air Quality Funding			\$287,049			<b>\$287,049</b>	\$258,605	\$28,444		<b>\$287,049</b>	Air quality activities not funded by grants
Regional Planning and Services Projects			\$35,000			<b>\$35,000</b>	\$30,424	\$4,576		<b>\$35,000</b>	Projects outside of current grants
Other			\$198,571			<b>\$198,571</b>	\$198,571			<b>\$198,571</b>	Meeting expenses/other
<b>TOTALS</b>	<b>\$21,572,177</b>	<b>\$16,203,945</b>	<b>\$680,620</b>	<b>\$1,726,150</b>	<b>\$0</b>	<b>\$40,182,892</b>	<b>\$32,893,499</b>	<b>\$1,300,697</b>	<b>\$5,988,562</b>	<b>\$40,182,758</b>	
<b>Interdepartmental Transfers</b>											
GIS Services					\$431,780	<b>\$431,780</b>	\$431,780			<b>\$431,780</b>	GIS services for CAPCOG programs
Finance and Accounting					\$651,130	<b>\$651,130</b>	\$651,130			<b>\$651,130</b>	Accounting services for CAPCOG
Human Resources and Payroll					\$233,510	<b>\$233,510</b>	\$233,510			<b>\$233,510</b>	HR support and payroll processing
Information Technology Services					\$551,098	<b>\$551,098</b>	\$551,098			<b>\$551,098</b>	Computer and IT support
<b>Total, Interdepartmental</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,867,519</b>	<b>\$1,867,519</b>	<b>\$1,867,519</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,867,519</b>	

\*Interdepartmental services are expenses between funds and do not represent additional revenue

## FY 2025 CAPCOG FRINGE RATE-PROPOSED

<u>Release Time</u>	<u>FY 2024</u>	<u>FY 2025</u>
Holiday and Admin	\$244,525	\$268,859
Vacation	\$235,120	\$258,518
Sick Leave	\$169,286	\$186,133
<b>Total Release Time</b>	<b>\$648,932</b>	<b>\$713,509</b>
 <u>Benefits</u>		
Employee Insurance	\$979,153	\$998,590
FICA	\$375,340	\$413,692
Retirement	\$293,001	\$357,657
Merit Pool	\$58,585	\$134,429
Potential Leave Payout	\$27,254	\$51,023
Consulting Services/Other Services	\$22,500	\$29,526
Workman's Compensation	\$15,784	\$22,116
Wellness Program and EAP	\$5,250	\$9,750
FSA and DCA Fees	\$1,090	\$1,200
Unemployment Insurance	\$809	\$11,115
<b>Total Benefits</b>	<b>\$1,778,766</b>	<b>\$2,029,098</b>
 <u>Total Release Time and Benefits</u>	<b>\$2,427,697</b>	<b>\$2,742,608</b>
Carry-Forward Adjustment from Last Audit FY	(\$12,280)	(\$86,007)
<b>Total Fringe Pool</b>	<b>\$2,415,418</b>	<b>\$2,656,601</b>
 <u>Salary Base</u>		
Total Regular Salaries	\$4,890,499	\$5,377,173
Less Release Time	(\$648,932)	(\$713,509)
<b>Total Salary Base</b>	<b>\$4,241,567</b>	<b>\$4,663,663</b>
 <u>Fringe Rate (Total Fringe Pool/Total Salary Base)</u>	<b>56.95%</b>	<b>56.96%</b>

## FY 2025 CAPCOG INDIRECT RATE-PROPOSED

<b>Total Expenses</b>	<b>FY 2024</b>	<b>FY 2025</b>
Salaries and Fringe	\$507,966	\$597,583
Office Space and Facilities Maintenance	\$379,427	\$416,371
Information Technology Support	\$129,257	\$119,234
Accounting and Finance Support	\$25,423	\$28,098
Dues and Memberships	\$30,418	\$31,000
Payroll/Personnel Support	\$16,139	\$15,789
Photocopies, Printing, Postage, and Delivery	\$18,500	\$13,800
Office Supplies	\$18,000	\$11,000
Insurance and Bonding	\$16,000	\$15,000
Software and Computer Supplies	\$8,600	\$2,000
Travel and Professional Development	\$15,704	\$16,400
Professional Services	\$5,500	\$0
Telecommunications	\$5,000	\$6,103
Publications and Subscriptions	\$3,000	\$1,800
Legal Services	\$2,500	\$1,000
Cable TV Service	\$1,700	\$2,000
Other Expenses	\$23,953	\$21,900
<b>Total</b>	<b>\$1,207,088</b>	<b>\$1,299,076</b>

### **Cost Pool For Indirect Rate**

50% Charged to CAECD	(\$603,544)	(\$649,538)
Carryforward Adjustment for Other Sources	(\$20,083)	\$3,258
<b>Cost Pool</b>	<b>\$583,461</b>	<b>\$652,796</b>

### **Salary Base**

Total Salary Expenses (not including paid time off)	\$4,265,427	\$4,680,631
Minus Indirect, Accounting, IT, and HR/Payroll Salary Exp.	(\$964,338)	(\$1,040,269)
Minus CAECD and Related Salary Expenses	(\$982,038)	(\$1,115,587)
<b>Salary Base</b>	<b>\$2,319,051</b>	<b>\$2,524,776</b>

<b>Indirect Rate (FY 2024 Cost Pool/FY 2024 Salary Base)</b>	<b>25.16%</b>	<b>25.86%</b>
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Indirect costs are not to be considered administrative or overhead costs. It is an accounting method used when costs are: (a) incurred for a common joint purpose benefiting more than one cost objective; and (b) not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved. This method is outlined in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) as an allowable method of cost distribution. CAPCOG uses total direct salaries and wages as the basis for distributing indirect costs to individual program areas, resulting in each award bearing a fair share of the indirect costs in reasonable relation to the benefits received from the costs. Separate cost pools have been established for Accounting Services, Personnel/Payroll Services, Information Technology Services, Office Space, Telephone Services, Photocopies, and Postage, and are allocated as direct costs to program areas based on allocation methods included in CAPCOG's Cost Allocation Plan. Indirect rate for budget year may not yet been approved by CAPCOG's Federal Cognizant Agency.

CAPCOG FY 2025 Salary Plan				
#	CAPCOG Job Title	Pay Grp.	Min.	Max.
<b>Administration</b>				
1	Executive Director	n/a	n/a	n/a
2	Deputy Executive Director	B33	\$149,134	\$252,224
3	Senior Advisor	B32	\$135,577	\$229,295
4	Human Resources Manager	B23	\$61,184	\$99,658
5	Regional Information and Outreach Manager	B20	\$51,158	\$81,351
6	Senior Administrative Coordinator	B19	\$48,244	\$76,028
7	Front Office Coordinator	A15	\$38,976	\$58,045
<b>Finance</b>				
8	Director of Finance	B26	\$76,530	\$129,430
9	Assistant Director of Finance	B26	\$76,530	\$129,430
10	Finance Operations Manager	B24	\$65,104	\$106,634
11	Accountant V	B22	\$57,614	\$93,138
12	Senior Accountant	B21	\$54,278	\$87,046
13	Accounting Analyst	B18	\$45,521	\$71,055
<b>Information Technology Services</b>				
14	Chief Information Security Officer	B32	\$135,577	\$229,295
15	Network Administrator	B23	\$61,184	\$99,658
16	System Support Specialist	B20	\$51,158	\$81,351
<b>Aging Services</b>				
17	Director of Aging Services	B28	\$92,600	\$156,612
18	Assistant Director of Aging Services for Program Implementation	B23	\$61,184	\$99,658
19	Special Projects Manager	B23	\$61,184	\$99,658
20	Social Services Project Coordinator	B20	\$51,158	\$81,351
21	Program Manager for Nutrition and Benefits Counseling	B19	\$48,244	\$76,028
22	Program Manager for Care Coordination and Caregiver Support	B19	\$48,244	\$76,028
23	Ombudsman Program Manager	B19	\$48,244	\$76,028
24	Lead Care Coordinator	B19	\$48,244	\$76,028
25	Care Coordinator	B19	\$48,244	\$76,028
26	Care Coordinator	B19	\$48,244	\$76,028
27	Care Coordinator	B19	\$48,244	\$76,028
28	Care Coordinator	B19	\$48,244	\$76,028
29	Benefits Counselor	B18	\$45,521	\$71,055
30	Benefits Counselor	B18	\$45,521	\$71,055
31	Benefits Counselor	B18	\$45,521	\$71,055
32	CAPABLE Program Specialist	B18	\$45,521	\$71,055
33	Aging Program Specialist	B17	\$42,976	\$64,469
34	ADRC Program Specialist	B17	\$42,976	\$64,469
35	ASC/ADRC Network Coordinator	B17	\$42,976	\$64,469
36	Data Entry Clerk	B17	\$42,976	\$64,469
37	Data Entry Clerk	B17	\$42,976	\$64,469
38	Health and Wellness Program Coordinator	B17	\$42,976	\$64,469

CAPCOG FY 2025 Salary Plan				
#	CAPCOG Job Title	Pay Grp.	Min.	Max.
<b>Aging Services (continued)</b>				
39	Ombudsman	B17	\$42,976	\$64,469
40	Ombudsman	B17	\$42,976	\$64,469
41	Ombudsman	B17	\$42,976	\$64,469
42	Ombudsman	B17	\$42,976	\$64,469
43	Program Monitor	B17	\$42,976	\$64,469
44	Intake Specialist	B14	\$37,144	\$55,134
45	Intake Specialist	B14	\$37,144	\$55,134
46	Administrative Assistant	A15	\$38,976	\$58,045
47	ADRC Information, Referral, & Assistance Navigator	A15	\$38,976	\$58,045
48	Information, Referral, and Assistance Specialist	A13	\$35,439	\$52,388
49	Information, Referral, and Assistance Specialist	A13	\$35,439	\$52,388
<b>Emergency Communications</b>				
50	Director of Emergency Communications	B32	\$135,577	\$229,295
51	9-1-1 Assistant Director - Operations	B26/B25	\$76,530	\$114,099
52	9-1-1 Assistant Director - Policy and Administration	B26/B25	\$76,530	\$114,099
53	9-1-1 Telecommunications Technologies Project Manager	B23/B22	\$61,184	\$93,138
54	9-1-1 Senior Training and Public Education Coordinator	B22	\$57,614	\$93,138
55	9-1-1 Telecommunication Coordinator A	B22	\$57,614	\$93,138
56	9-1-1 Telecommunication Coordinator B	B22	\$57,614	\$93,138
57	9-1-1 Telecommunication Coordinator C	B22	\$57,614	\$93,138
58	Administrative Coordinator	A15	\$38,976	\$58,045
<b>Homeland Security</b>				
59	Director of Homeland Security	B27	\$84,182	\$142,374
60	Emergency Management Information Systems Manager	B23	\$61,184	\$99,658
61	Homeland Security Planner	B20	\$51,158	\$81,351
62	Homeland Security Program Manager	B22	\$57,614	\$93,138
<b>Regional Law Enforcement Academy</b>				
63	Director of Regional Law Enforcement Academy	B26	\$76,530	\$129,430
64	Chief Academy Instructor	B22	\$57,614	\$93,138
65	Academy Office Coordinator	A17	\$42,976	\$64,469
<b>Regional Planning and Services</b>				
66	Director of Regional Planning and Services	B26	\$76,530	\$129,430
67	GIS Program Manager	B24	\$65,104	\$106,634
68	GIS Operations Coordinator	B24	\$65,104	\$106,634
69	Planning and Economic Development Coordinator	B24	\$65,104	\$106,634
70	Air Quality Program Manager	B21	\$54,278	\$87,046
71	Solid Waste Program Manager	B21	\$54,278	\$87,046
72	Community Development Coordinator	B21/B20	\$54,278	\$81,351
73	GIS Database Specialist II	B20	\$51,158	\$81,351
74	Transportation Planner	B20	\$51,158	\$81,351
75	Air Quality Program Specialist	B19	\$48,244	\$76,028
76	Temporary Air Quality Program Specialist	B17	\$42,976	\$64,469
77	Administrative Coordinator	A15	\$38,976	\$58,045

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 12. Consider Recommending Nominating Committee Members to the General Assembly

### GENERAL DESCRIPTION OF ITEM:

Every year in August the Executive Committee is asked to recommend city and county elected officials to serve on the Nominating Committee which is elected by the General Assembly each September in accordance with the Bylaws Article IV, Section 4.4 (attached). The Nominating Committee's role is to propose the Executive Committee slate for the upcoming calendar year at the December General Assembly meeting.

The Bylaws require the Nominating Committee be composed of seven General Assembly members including at least two who do not serve on the Executive Committee as well as at least two currently serving. The chair of the Executive Committee also serves and chairs the Nominating Committee; the Bylaws are not specific regarding whether the chair is in addition to or one of the seven recommended.

The Nominating Committee meets 1-2 times to review the nominations received by eligible city and county officials and develops its recommendations which must be sent by the executive director to the full General Assembly membership no later than October 31<sup>st</sup>. According to the Bylaws, the recommendations should be based on a balance of rural and urban communities as well as cities and counties and, should be geographically representative of the region. The Nominating Committee should also make recommendations for up to four state legislators; typically, these are done at a later date but prior to the December General Assembly meeting. Nominations are sought from all legislators who represent any part of the CAPCOG region.

The Nominating Committee also recommends the Officers of the Executive Committee for the upcoming year and determines the recipient of the Jack Griesenbeck Leadership in Regionalism Award. The committee serves for a year from its election to the following September General Assembly. The Nominating Committee members elected in September 2023 were City Council Member Janice Bruno, Commissioner Joe Don Dockery, Judge Ron Cunningham, Commissioner Cynthia Long, Leander Mayor Christine DeLisle, and Hays County Commissioner Lon Shell. The Executive Committee Chair, currently Mayor White, is automatically the committee chair per the Bylaws.

### 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:** Betty Voights, Executive Director

### ACTION REQUESTED:

Recommend seven members to be considered by the General Assembly for the 2023-24 Nominating Committee.

### BACK-UP DOCUMENTS ATTACHED:

1. Schedule for Nominating Committee
2. Excerpt from Bylaws section on Nominating Committee membership & duties
3. General Assembly membership roster

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

## Executive Committee Nominations and Review Timeline – 2024

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Request for Nominations sent to elected official representatives on General Assembly	August 29-30, 2024
Nominating Committee elected at General Assembly	September 11, 2024
Nominations due from eligible elected officials seeking slot on Executive Committee	September 27, 2024
First Nominating Committee Meeting – held in conjunction with/prior to Executive Committee meeting	October 9, 2024
<ul style="list-style-type: none"><li>--Review nominations &amp; develop draft slate</li><li>--Discuss officers</li><li>--Identify candidates for Regionalism award</li></ul>	
Second Nominating Committee Meeting (Can be held by conference call)	October 23, 2024
<ul style="list-style-type: none"><li>-Finalize recommendations for slate including officers</li><li>-Finalize recommendations for Regionalism award</li></ul>	
Third Nominating Committee Meeting	Called if needed
Recommended slate for Executive Committee with officers sent to General Assembly members	October 30, 2024
Last day for challenge for slot on Executive Committee	November 30, 2024
Cities and counties must pay membership dues for candidates from that local government to be considered at the December General Assembly meeting December 13, 2023	December 1, 2024



#### **Section 4.4 – Nominating Committee**

(a) At its summer or fall meeting each year the General Assembly shall appoint a seven-person Nominating Committee to nominate Executive Committee members and officers of the Council to serve during the following year. The Nominating Committee members serve for a year or until a new Nominating Committee, which may include members of the former Committee, is appointed.

(b) A Nominating Committee member must be a General Assembly representative of a full member, an associate member, or a citizen representative. Two Nominating Committee members must be Executive Committee members and at least two members must be General Assembly members not currently serving on the Executive Committee. The chair of the Council shall serve as the Nominating Committee chair, or the vice chair in the absence of the chair.

(c) The Nominating Committee shall nominate at least one qualified representative for each position on the Executive Committee. The Nominating Committee shall also nominate one Executive Committee member for each office of the Council. In making nominations to the Executive Committee, the Nominating Committee shall consider the economic, urban-rural, geographic, ethnic, and gender diversity of the Region and, insofar as possible, shall make its nominations to reflect this diversity. In the case of November elections, a person who has been elected but not sworn into office may be considered by the Nominating Committee contingent upon the candidate being designated as the General Assembly representative of that local government at the time of the General Assembly election.

(d) The Nominating Committee shall solicit interest for service on the Executive Committee from all eligible General Assembly members. To be eligible for service, General Assembly members must be elected officials from cities and counties who are full members and who are officially designated by that city or county as the General Assembly representative. The Nominating Committee shall submit its nominations in writing for Executive Committee members to the Executive Director of the Council and the Executive Director shall furnish copies of the Nominating Committee report to each General Assembly representative during October of each year. A qualified representative who is not included on the slate of the Nominating Committee but wishes to be considered for election to the Executive Committee by the General Assembly may notify the Executive Director in writing no later than November 30th and specify which nominated representative he or she wishes to challenge. Nominations will not be accepted from the floor. A contested slot will be voted on separately from the Nominating Committee slate.

(e) The Nominating Committee shall submit its nominations in writing for the officers of the Council to the Executive Committee with the notice of the January Executive Committee meeting.

(f) In accordance with Local Government Code, Section 391.006(c), the Nominating Committee shall solicit interest for service on the Executive Committee from State Legislators whose districts are wholly or partly within the State Planning Region 12.

(g) Legislators eligible for membership on the Executive Committee may apply for membership on the Executive Committee by submitting a written request to the Nominating Committee. At least one eligible Legislator may serve in an ex-officio position on the Executive Committee. The Nominating Committee shall recommend at least one State Legislator for an ex-officio position on the Executive Committee when it submits nominations to the Executive Director during October of each year.



## GENERAL ASSEMBLY MEMBER REPRESENTATIVES

### **BASTROP COUNTY**

### **REPRESENTATIVES**

Bastrop County ..... Judge Gregory Klaus  
Bastrop County ..... Commissioner Mel Hamner  
Bastrop County ..... Commissioner Clara Beckett  
City of Bastrop ..... Mayor Lyle Nelson  
City of Bastrop ..... Ms. Sylvia Carrillo  
City of Elgin ..... Mayor Theresa Y. McShan  
City of Elgin ..... Council Member Forest L. Dennis  
City of Smithville ..... Ms. Janice Bruno

### **BLANCO COUNTY**

### **REPRESENTATIVES**

Blanco County ..... Judge Brett Bray  
City of Blanco ..... Mayor Mike Arnold  
City of Johnson City ..... Mayor Stephanie Fisher  
City of Round Mountain ..... Vacant

### **BURNET COUNTY**

### **REPRESENTATIVES**

Burnet County ..... Judge James Oakley  
Burnet County ..... Commissioner Joe Don Dockery  
City of Bertram ..... Ms. Georgina Hernandez  
City of Burnet ..... Council Member Joyce Laudenschlager  
City of Cottonwood Shores ..... Mr. J.C. Hughes  
City of Double Horn ..... Alderman John Osborne  
City of Granite Shoals ..... Council Member Steve Hougen  
City of Highland Haven ..... Mayor Olan Kelley  
City of Marble Falls ..... Mayor Dave Rhodes  
City of Meadowlakes ..... Mayor Mark Bentley

### **CALDWELL COUNTY**

### **REPRESENTATIVES**

Caldwell County ..... Judge Hoppy Haden  
Caldwell County ..... Commissioner BJ Westmoreland  
City of Lockhart ..... Council Member Jeffry Michelson  
City of Lockhart ..... Mayor Lew White  
City of Luling ..... Mayor Carol Jene "CJ" Watts  
City of Martindale ..... Mayor Katherine Glaze

### **FAYETTE COUNTY**

### **REPRESENTATIVES**

Fayette County ..... Mr. Joe Weber  
Fayette County ..... Judge Dan Mueller  
City of Carmine ..... Mayor Wade Eilers  
City of Fayetteville ..... Mr. Mike Stroup  
City of Flatonia ..... Ms. Sarah Novo  
City of La Grange ..... Ms. Janet Moerbe  
Town of Round Top ..... Alderman Owen Massey  
City of Schulenburg ..... Mr. Roger Moellenberndt

### **HAYS COUNTY**

### **REPRESENTATIVES**

Hays County ..... Commissioner Lon A. Shell  
Hays County ..... Commissioner Walt Smith

### **HAYS COUNTY (Continued)**

### **REPRESENTATIVES**

Hays County ..... Judge Ruben Becerra  
City of Buda ..... Mayor Lee Urbanovsky  
City of Buda ..... City Manager Micah Grau  
City of Dripping Springs ..... Council Member Taline Manassian  
City of Hays ..... Council Member Lydia Bryan-Valdez  
City of Kyle ..... Council Member Daniela Parsley  
City of Kyle ..... Council Member Robert Rizo  
City of Kyle ..... Council Glenn "Bear" Heiser  
City of Mountain City ..... Mayor Ralph McClendon  
City of San Marcos ..... Mayor Jane Hughson  
City of San Marcos ..... Council Member Matthew Mendoza  
City of San Marcos ..... Council Member Shane Scott  
City of Umland ..... Mayor Lacey Duke  
City of Wimberley ..... Council Member Teresa Shell  
City of Woodcreek ..... Ms. Gloria Whitehead

### **LEE COUNTY**

### **REPRESENTATIVES**

Lee County ..... Commissioner Steven Knobloch  
City of Giddings ..... Mayor Joel Lopez  
City of Lexington ..... Mayor Allen Retzlaff

### **LLANO COUNTY**

### **REPRESENTATIVES**

Llano County ..... Commissioner Jerry Don Moss  
Llano County ..... Judge Ron Cunningham  
City of Horseshoe Bay ..... Council Member Dwight King  
City of Llano ..... Ms. Gail Lang  
City of Sunrise Beach Village ..... Mayor Pro Tem Dan Gower

### **TRAVIS COUNTY**

### **REPRESENTATIVES**

Travis County ..... Judge Andy Brown  
Travis County ..... Commissioner Ann Howard  
Travis County ..... Commissioner Jeff Travillion  
City of Austin ..... Council Member Mackenzie Kelly  
City of Austin ..... Council Member Sabino Renteria  
City of Austin ..... Mr. DeWayne Lofton  
City of Austin ..... Mr. Steve Adler  
City of Bee Cave ..... Council Member Kevin Hight  
City of Jonestown ..... Alderman Dave Nelsen  
City of Lago Vista ..... Mayor Kevin Sullivan  
City of Lakeway ..... Mayor Thomas Kilgore  
City of Lakeway ..... Council Member Louis Mastrangelo  
City of Manor ..... Mayor Dr. Christopher Harvey  
City of Manor ..... Mayor Pro Tem Emily Hill  
City of Mustang Ridge ..... Mayor David Bunn  
City of Pflugerville ..... Mayor Pro Tem Doug Weiss  
City of Pflugerville ..... Council Member Ceasar Ruiz  
City of Pflugerville ..... Council Member Jim McDonald  
City of Rollingwood ..... Mayor Gavin Massingill  
City of Sunset Valley ..... Ms. Rose Cardona  
City of West Lake Hills ..... Mayor Linda Anthony  
Village of the Hills ..... Mayor Greg Wharton  
Village of Point Venture ..... Vacant

<b>TRAVIS COUNTY (Continued)</b>	<b>REPRESENTATIVES</b>
Village of San Leanna.....	Mayor Molly Quirk
Village of Volente .....	Mr. Ken Beck

<b>WILLIAMSON COUNTY</b>	<b>REPRESENTATIVES</b>
Williamson County .....	Commissioner Russ Boles
Williamson County .....	Commissioner Cynthia Long
Williamson County .....	Judge Bill Gravell
City of Bartlett .....	Mr. Norris Ivy
City of Cedar Park.....	Council Member Heather Jefts
City of Cedar Park.....	Council Member Eric Boyce
City of Cedar Park.....	Council Member Mel Kirkland
City of Florence.....	Mayor Mary Condon
City of Georgetown .....	City Manager David Morgan
City of Georgetown .....	Mayor Pro Tem Kevin Pitts
City of Georgetown .....	Council Member Ron Garland
City of Granger .....	Mayor Monica Stojanik
City of Hutto .....	Council Member Amberley Kolar
City of Hutto .....	Council Member Randal Clark
City of Jarrell .....	City Manager Vanessa Shrauner
City of Leander .....	Mayor Christine De L'isle
City of Leander .....	Ms. Esme Mattke Longoria
City of Leander .....	Council Member Na'Cole Thompson
City of Liberty Hill .....	Council Member Wade Ashley
City of Round Rock .....	Council Member Frank Ortega
City of Round Rock .....	Vacant
City of Round Rock .....	Mr. Matthew Baker
City of Round Rock .....	Council Member Rene Flores
City of Taylor.....	Council Member Robert Garcia
City of Taylor.....	Mayor Brandt Rydell
City of Thrall .....	Mayor Troy Marx
City of Weir.....	Vacant

<b>ASSOCIATE MEMBERS</b>	<b>REPRESENTATIVES</b>
Austin ISD .....	Trustee Lynn Boswell
Barton Springs/Edwards Aquifer Conservation District .....	Timothy Loftus PHD, General Manager
Bluebonnet Electric Cooperative, Inc. ....	Mr. Johnny Sanders
Buda Economic Development Corporation .....	Executive Director Jennifer Storm
Capital Area Metropolitan Planning Organization .....	Executive Director Ashby Johnson
Central Health.....	Ms. Cynthia Valadez
Del Valle ISD .....	Trustee Darla Wegner
Dripping Springs ISD .....	Trustee Rob McClelland
Eanes ISD .....	President John Havenstrite
Fayette County Central Appraisal District .....	Chief Appraiser Richard Moring
Georgetown Chamber of Commerce .....	Mr. Jim Johnson
Guadalupe-Blanco River Authority.....	Ms. Lauren Willis
Hays Central Appraisal District .....	Chief Appraiser Laura Raven
Hutto ISD.....	Chief William Edwards
La Grange ISD .....	Superintendent William Wagner
Lockhart ISD.....	Superintendent Mark Estrada
Lower Colorado River Authority .....	Mr. Phil Wilson
Movability Inc. ....	Executive Director Lonny Stern
Northtown MUD.....	Director Lee Hill
Pedernales Electric Co-Op .....	Ms. Shannon Johnson
Round Rock Chamber of Commerce .....	Ms. Lora Weber
Travis County Emergency Services District No. 2 .....	Chief Ron Moellenberg

#### **EXECUTIVE COMMITTEE OFFICERS:**

Mayor Lew White, **Chair**  
Judge Brett Bray, **1st Vice Chair**  
Mr. Matthew Baker, **2nd Vice Chair**  
Judge Ron Cunningham, **Secretary, Parliamentarian**  
Judge James Oakley, **Immediate Past Chair**

#### **EXECUTIVE COMMITTEE MEMBERS:**

Commissioner Clara Beckett	Mayor Pro Tem Dr. Steve Hougen
Commissioner Russ Boles	Commissioner Ann Howard
Judge Andy Brown	Mayor Jane Hughson
Ms. Janice Bruno	Council Member Mackenzie Kelly
Commissioner Joe Don Dockery	Commissioner Steven Knobloch
State Senator Pete Flores	Commissioner Cynthia Long
Council Member Ron Garland	Ms. Esmeralda Mattke Longoria
Representative Stan Gerdes	Mayor Lyle Nelson
Representative Vikki Goodwin	Judge Dan Mueller
Judge Hoppy Haden	Mr. Bryant Rydell
Council Member Kevin Hight	Mayor Pro Tem Doug Weiss

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 14, 2024

**AGENDA ITEM:** 13. Final Report on Performance Evaluation of Executive Director

**GENERAL DESCRIPTION OF ITEM:**

The Officers of the Executive Committee are charged with evaluating the annual performance of the executive director and making recommendations about performance requirements or compensation deemed appropriate. This report will represent the close of the current executive director Betty Voights' service at CAPCOG which ends August 31, 2024 and action to accept her formal resignation.

The Officers will discuss the completion or status of key projects as well as any projects they would like completed during her part-time status through December 31<sup>st</sup>.

**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:** Mayor Lew White, Chair

**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:**

Accept the resignation of Executive Director Betty Voights and recommendations from the Officers.

**BACK-UP DOCUMENTS ATTACHED:** None

**BACK-UP DOCUMENTS NOT ATTACHED:** None

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 14, 2024

AGENDA ITEM: 14. 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: **Betty Voights, Executive Director**

### 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