Executive Committee | Agenda

10 a.m., Wednesday, October 15, 2025
CAPCOG Lantana Room
6800 Burleson Rd.
Bldg. 310, Suite 155
Austin, Texas 78744

Judge Brett Bray, *Blanco County*, **Chair**
Council Member Doug Weiss, *City of Pflugerville* **1st Vice Chair**
Judge Ron Cunningham, *Llano County*, **2nd Vice Chair and Parliamentarian**
Mayor Pro Tem Steve Hougen, *City of Granite Shoals*, **Secretary**
Mayor Lew White, *City of Lockhart*, **Immediate Past Chair**
Mayor Kirk Watson, *City of Austin*
Commissioner Clara Beckett, *Bastrop County*
Council Member Kerry Fossler, *City of Bastrop*
Council Member Kevin Hight, *City of Bee Cave*
Commissioner Joe Don Dockery, *Burnet County*
Judge Bryan Wilson, *Burnet County*
Judge Hoppy Haden, *Caldwell County*
Commissioner Clint Sternadel, *Fayette County*
Council Member Ron Garland, *City of Georgetown*
Commissioner Walt Smith, *Hays County*
Council Member David McDonald, *City of Leander*
Commissioner Steven Knobloch, *Lee County*
Council Member Frank Ortega, *City of Round Rock*
Mayor Jane Hughson, *City of San Marcos*
Council Member Cathy Meek, *City of Smithville*
Judge Andy Brown, *Travis County*
Commissioner Ann Howard, *Travis County*
Commissioner Russ Boles, *Williamson County*
Commissioner Cynthia Long, *Williamson County*
Senator Pete Flores
Representative Vikki Goodwin
Representative Caroline Harris-Davila

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

2. **Pledge to U.S. and Texas Flags**

3. **Recognition of Guests**

4. **Consider Approving Minutes for the September 17, 2025 meeting**

5. **Consider Updating Assets Policy**
   Andrew Hoekzema, Director of Administrative Services

6. **Consider Awarding Contracts for Employee Insurance Providers**
   Edith Wieder, Director of Human Resources
   Andrew Hoekzema, Director of Administrative Services

7. **Consider Approval of an Interlocal Agreement with the University of Houston for Mobile Monitoring Study**
   Anton Cox, Air Quality Program Manager

8. **Consider Approval of an Application for the State Energy Conservations Officer (SECO) Regional Energy Program Funding Opportunity**
   Anton Cox, Air Quality Program Manager

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 Approving Appointments to Advisory Committees**
   Andrew Hoekzema, Director of Administrative Services

10. **Consider Adopting Changes to CAPCOG By-Laws**
    Council Member Doug Weiss, Chair of By-Laws Committee

11. **Consider Adoption of the 2025 CAPCOG Threat and Hazard Identification and Risk Assessment (THIRA) and the 2025 CAPCOG Stakeholder Preparedness Review (SPR)**
    Lance Byers, Senior Homeland Security Planner

12. **Consider Adoption of the 2026 CAPCOG Homeland Security Strategic Plan Implementation Plan (HSSP-IP)**
    Lance Byers, Senior Homeland Security Planner

13. **Executive Director Report**
    Chris Miller, Executive Director

14. **Adjourn**

Executive Committee | Minutes

10 a.m., Wednesday, September 17, 2025
St. Edward's Mabee Ballroom
3001 S. Congress Ave
Austin, Texas 78704

Present (16)
Judge Brett Bray, *Blanco County,* **Chair**
Council Member Doug Weiss, *City of Pflugerville,* **1st Vice Chair**
Judge Ron Cunningham, *Llano County,* **2nd Vice Chair**
Mayor Pro Tem Steve Hougen, *City of Granite Shoals,* **Secretary**
Commissioner Clara Beckett, *Bastrop County*
Council Member Kerry Fossler, *City of Bastrop*
Council Member Kevin Hight, *City of Bee Cave*
Commissioner Joe Don Dockery, *Burnet County*
Judge Bryan Wilson, *Burnet County*
Commissioner Walt Smith, *Hays County*
Commissioner Steven Knobloch, *Lee County*
Council Member Frank Ortega, *City of Round Rock*
Mayor Jane Hughson, *City of San Marcos*
Judge Andy Brown, *Travis County*
Commissioner Ann Howard, *Travis County*
Representative Vikki Goodwin

Absent (11)
Mayor Lew White, *City of Lockhart*
Mayor Kirk Watson, *City of Austin*
Judge Hoppy Haden, *Caldwell County*
Commissioner Clint Sternadel, *Fayette County*
Council Member Ron Garland, *City of Georgetown*
Council Member David McDonald, *City of Leander*
Council Member Cathy Meek, *City of Smithville*
Commissioner Russ Boles, *Williamson County*
Commissioner Cynthia Long, *Williamson County*
Senator Pete Flores
Representative Caroline Harris-Davila

1. **Call to Order and Opening Remarks by the Chair**
   Judge Bray called the meeting to order at 10:16 a.m. Judge Bray noted, we were starting late and on a time crunch.

2. **Pledge to U.S. and Texas Flags**
   Judge Bray led the members in reciting pledges to the U.S. and Texas flags.

3. **Recognition of Guests**
   Mr. Brett Ramirez, Deputy Intergovernmental Relations Officer, with the City of Austin was recognized.

4. **Consider Approving Minutes for the August 13, 2025 meeting**
   Mayor Hughson made a motion to approve the August 13, 2025 minutes. Commissioner Smith seconded the motion. The motion passed unanimously.

5. **Consider Approval of Resolution Authorizing Application to Renew Academy License**
   David Bertling, Regional Law Enforcement Academy Director
   Commissioner Howard made a motion to approve the resolution authorizing application to renew the CAPCOG Regional Law Enforcement Academy's academy license. Judge Cunningham seconded the motion. The motion passed unanimously.

6. **Consider Approval of CAPCOG FY 2026-2027 TCEQ Solid Waste Grant Application to TCEQ**
   Charles Simon, Director of Regional Planning and 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).

Mr. Simons presented the 2026-2027 TCEQ Solid Waste Grant application and requested approval.

Commissioner Howard made a motion to approve the CAPCOG FY 2026-2027 TCEQ Solid Waste Grant application. Mayor Pro Tem Hougen seconded the motion. The motion passed unanimously.

7. Consider Approval of Older American Acts Subgrants

Jennifer Scott, Director of Aging Services

Andrew Hoekzema, CAPCOG administration director, requested the approval of Older American Acts Subgrants, with about $4.7 million recommended for approval.

Mayor Hughson made a motion to approve the Older American Acts Subgrant. Council Member Ortega seconded the motion. The motion passed unanimously.

8. Consider Approval of Contract with the City of Hutto for Remote Basic Peace Officer Course

David Bertling, Director of the Regional Law Enforcement Academy

Mr. Hoekzema requested approval of the contract with the City of Hutto for the Remote Basic Peace Officer Course (BPOC). Mr. Hoekzema explained that funding dedicated specifically to the course will be received through an Office of the Governor Public Safety Grant.

Judge Bray asked if two BPOC classes were conducted this year? Ms. Tonya Domingo explained that the regular BPOC would still take place. The Hutto BPOC will take place in the evening. This will allow attendees that failed to obtain sponsorship to work during the day and attend the BPOC in the evening.

Mayor Hughson made a motion to approve the contract with the City of Hutto for a remote BPOC course. Commissioner Dockery seconded the motion. The motion passed unanimously.

9. Initial Review of Draft Changes to CAPCOG By-Laws

Council Member Doug Weiss, Chair of By-Laws Committee

Council Member Weiss presented a review of the draft changes to the CAPCOG By-Laws. Council Member Weiss explained that the By-Laws committee consisted of himself, Mayor Hughson, Commissioner Long, and Council Member Ortega. During the October 15, 2025 Executive Committee meeting, the updated By-Laws will need to be approved before going to the General Assembly on December 10, 2025. Some of the changes include: Vacant seats no longer counting toward a quorum; the nominating committee will start considering absences; after missing four meeting, expulsion from the Board is no longer automatic; the Executive Director's duties will now be clarified. Council Member Weiss asked the Board to take a look at the tracked changes and if there are concerns, please bring them to our attention.

This was a non-voting item.

10. Consider Adoption of the 2026 CAPCOG Integrated Preparedness Plan (IPP)

Martin Ritchey, Director of Homeland Security

Mr. Ritchey requested adoption of the 2026 IPP.

Mayor Hughson made a motion to adopt the 2026 CAPCOG IPP. Judge Cunningham seconded the motion. The motion passed unanimously.

11. Consider Approval of Appointments to Advisory Committees

Andrew Hoekzema, Director of Administrative Services

Mayor Hughson made a motion to appoint a person to the Economic Development Advisory Committee

(EDAC). This appointment was contingent on the form being provided. Council Member Ortega seconded the motion. The motion passed unanimously.

12. Staff Reports

There were no staff reports.

13. Executive Director's Report

Chris Miller, Executive Director

Mr. Miller thanked everyone for attending the Executive Committee meeting at the new location of St. Edward's University. He informed the members of the December 10th Executive Committee meeting and GA also being located at St. Edward's University. He thanked the By-Laws Committee for their hard work with updating the By-Laws. Mr. Miller mentioned the upcoming County Day for Blanco County, which CAPCOG will be hosting. Mr. Miller informed the Board of his recent appointment to the Austin Area Research Organization (AARO) Board.

14. Adjourn

Judge Bray adjourned the meeting at 11:20 a.m.

_____ _____

Mayor Pro Tem Steve Hougen, Secretary
Capital Area Council of Governments
Executive Committee

Date

EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **5. Consider Updating Assets Policy**

GENERAL DESCRIPTION OF ITEM:
CAPCOG's Assets Policy guides CAPCOG staff regarding the purchase, use, safeguarding, and disposition of assets and helps ensure compliance with federal and state rules and grant requirements. CAPCOG's existing policy was adopted in 2017 when federal rules set a $5,000 threshold for an item to be classified as "equipment" rather than "supplies." The Office of Management and Budget (OMB) revised the relevant federal rules (2 CFR §200) earlier this year, including an increase in this threshold to "the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or $10,000." The proposed revisions to CAPCOG's policy will bring this threshold and other aspects of the policy into alignment with federal and state rules and improve clarity.

The existing policy also includes extensive guidance on disposition of "fixed assets," but does not provide any guidance on disposition of "controlled assets," which are assets with values exceeding $500 up to the threshold for a fixed asset. It has been staff's practice to use this guidance for controlled assets as well, and with the proposed increase in the "fixed asset" threshold from $5,000 to $10,000, this change also ensures that high-value assets continue to be disposed of through this process.

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, Director of Administrative Services**

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.? n/a

PROCUREMENT: **n/a**

ACTION REQUESTED:
Approve update to CAPCOG's Assets Policy

BACK-UP DOCUMENTS ATTACHED:
Draft update to CAPCOG Assets Policy

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

Capital Area Council of Governments Assets Policy

Effective ~~July 12, 2017~~10/1/2025

1 Policy

It is the policy of the Capital Area Council of Governments (CAPCOG) to comply with all federal and state requirements regarding the purchase, use, safeguarding, and disposition of ~~fixed~~ assets.

2 Definitions

- Capital assets – Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles. Capital assets include:
    - Land, buildings (facilities), equipment, intellectual property (including software), whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards for a finance lease under Financial Accounting Standards Board (FASB) standards; and
    - Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
- Capital expenditure - means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. ~~the cost of the asset including the cost to put it in place and prepare it for use.~~ Capital expenditure for equipment means the net invoice price for the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.
- Controlled asset – means an item of furniture or equipment with an acquisition cost of $500 or more but less than $~~5~~10,000 that, due to their high-risk nature, are inventoried along with fixed assets. Examples of controlled assets include weapons, cameras, or computer equipment.
- Equipment – means tangible property (including information technology systems) having a useful life of more tan one year and a per-unit acquisition cost that equals or exceeds $10,000.
- Supplies – all tangible property other than those described in the "equipment" definition.
- Fixed Asset – means an article of nonexpendable, tangible personal property having a useful life of more than three (3) years and an acquisition cost which exceeds $~~5~~10,000. Examples of fixed assets may include equipment, furniture, or buildings.
- Depreciation – means that the cost of a ~~fixed~~ capital asset is expensed over multiple fiscal years, for financial statement purposes. Depreciation is recorded for equipment that is purchased directly when ownership of the item(s) is retained by CAPCOG. Property, equipment, and leasehold improvements are depreciated using the straight-line method over the following estimated useful years:

Table 1. Estimated Useful Life of Different Types of Capital Assets

Asset Description	Estimated Useful Life
Furniture	3 years
Office and computer equipment	5 years
Emergency communications equipment	5 years
Leasehold improvements	10 years (lease term)

- Supplies – means expendable property costing $500 or less per purchase order, generally expected to be consumed within a year or less.

3 Custody of Fixed and Controlled Assets

The Executive Director shall assign program staff to maintain custody and safekeeping of all fixed and controlledagency assets. Unless otherwise specified, the Division Director shall have this responsibility.

4 Inventory

An inventory of all fixed and controlled assets shall be conducted as needed to insure ensure availability and security of the assets. At a minimum, however, an inventory shall be performed by the Administrative Services Division at least once every two years. -The Director of Administration Administrative Services may require an inventory of supplies as needed. New purchases will be added to the inventory at the time of acceptance and inventory tags will be assigned by the Administrative Services Division, Information Technology Services Division, or Finance Division.

5 Disposition of Fixed Assets

5.1. CAPCOG will seek guidance from funding agencies on disposition of any assets owned by CAPCOG or its affiliated entities that CAPCOG or its affiliated entities holds a conditional title to as a result of their purchase with grant funds. Any direction from a funding agency on disposition of assets shall take priority over the disposition methods described below.

5.1.5.2. Fixed and controlled assets that are no longer needed for the originally authorized purpose (as defined by this policy and any requirements of the grantor agency, if applicable) may be declared as surplus and shall be eligible for disposition. The Division Director shall submit a description of all fixed assets recommended to be declared surplus to the Executive Director. The Executive Director may authorize the transfer of the surplus fixed assets to other program areas within CAPCOG, the sale of surplus, or donation of surplus.

5.2.5.3. Assets may be sold as scrap or salvage if the sale is approved by the Executive Director and allowed by the grant or program.

5.3.5.4. When acquiring replacement equipment, a program may use the equipment to be replaced as a trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the approval of the grantor agency.

5.4.5.5. The sale of property with a fair market value of $510,000 or more that was purchased with funds from a federal grant program is subject to the applicable federal property management standards (2 CFR 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, or equivalent), which generally require the proceeds to be returned to the grantor agency.

~~5.5.~~5.6. All property is sold “first come, first serve” on a "where is/as is" basis, without warranty, and CAPCOG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROPERTY.

~~5.6.~~5.7. CAPCOG may use a percentage of the sale proceeds to defray the cost of the sale.

~~5.7.~~5.8. If ~~the~~ a surplus ~~equipment~~ asset cannot be used within other program areas of CAPCOG or is not suitable for sale, the following entities shall be eligible to receive ~~surplus equipment~~the asset upon request in the order listed:

- Cities, Counties and other member organizations of CAPCOG. The availability of surplus ~~equipment~~ assets shall be announced at meetings of the Executive Committee and through other routine communication with the membership of CAPCOG.
- Grantees and non-profit contractors who have a current grant or contract with a CAPCOG program area. An attempt shall be made to coordinate the use of any surplus equipment with the program receiving funding from CAPCOG.
- Non-profit entities (Goodwill, Salvation Army, etc.) that operate resale facilities to support their activities.

In the event that the ~~equipment~~ asset is determined by the Executive Director to be obsolete or inoperable, or with a value of below $500 ~~and without value~~, the ~~equipment~~ asset may be discarded.

6 Disposition of Computer Equipment

6.1. All CAPCOG-owned computers, printers and related hardware items (equipment), including those purchased through grants, that are no longer on the hardware support list or no longer needed by a program must be returned to the Information Technology Services Division for proper disposition.

6.2. The Information Technology Services Division will determine if the equipment should be redeployed, donated, sold or discarded. Equipment that is determined to have value will be donated or sold in the same manner as Fixed Assets, as outlined in section 5 of this policy.

6.3. In order to comply with state and federal regulations and data security best practices, all data will be removed from computer drives using Federally approved methods or the drives will be destroyed before disposition.

EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **6. Consider Awarding Contracts for Employee Insurance Providers**

GENERAL DESCRIPTION OF ITEM:
CAPCOG's benefit package includes medical, dental, vision, long-term disability (LTD), life, and accidental death and dismemberment (AD&D) insurance coverages. Since 2024, CAPCOG's provider for medical, dental, and vision coverage has been Cigna, and CAPCOG's provider for LTD, life, and AD&D has been Ochs.

While CAPCOG was able to keep our medical rates level from 2024 to 2025 due to low claims in the beginning of 2024, our claims started exceeding the amount paid in premiums starting in September 2024 and have remained much higher than the amount paid in premiums since then. As a result, Cigna's initial proposal for 2026 included 48% increase in medical premiums. Staff and CAPCOG's consultants are actively reviewing the proposals we received and are negotiating with proposers and expect to have a final recommendation for medical, dental, and vision insurance based on these negotiations for the Executive Committee at the meeting, but do not have a recommendation at the time this agenda is being distributed to members.

The proposal received from Ochs for LTD, Life, and AD&D came in substantially below current rates and competitor rates. Therefore, we are proposing to continue with Ochs for these coverages.

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: **Edith Wieder, Director of Human Resources**
Andrew Hoekzema, Director of Administrative Services

BUDGETARY IMPACT:

Total estimated cost: Budgeted at $1,078,892, including $935k to CAPCOG and $144k to employees
Source of Funds: Fringe Pool and Employee Payroll Deductions

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: **Request for Proposals**

ACTION REQUESTED:
Award contracts to vendors for employee insurance and authorize Executive Director to approve renewals in future years

BACK-UP DOCUMENTS ATTACHED:
Memo on employee insurance procurement and preliminary cost analysis

BACK-UP DOCUMENTS NOT ATTACHED (*to be sent prior to meeting* or *will be a handout at the meeting*)**:**
Memo with final recommendations for medical, dental, and vision insurance providers

6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744
Ph: 512-916-6000 Fax: 512-916-6001
www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM
October 2, 2025

TO: **Executive Committee**

FROM: **Edith Wieder, Director of Human Resources**
Andrew Hoekzema, Director of Administrative Services

RE: **Employee Insurance RFP and Analysis**

This memo is intended to summarize the initial outcome of the Request for Proposals (RFP) that CAPCOG conducted in September for employee medical, dental, vision, life, accidental death and dismemberment (AD&D), and long-term disability (LTD). Since 2024, Cigna has been our provider for medical, dental, and vision, and Ochs has been our provider for life ,AD&D, and LTD. Staff are prepared today to recommend continuation of current providers for all coverages except medical, which we are still negotiating and will have a recommendation for by the October 15th meeting.

Initial Cost Analysis for Renewal

The following table compares the total budgeted costs for each coverage (including both CAPCOG and employee contributions to premiums) for calendar year 2026 with the estimated costs of the initial renewal proposals from the incumbent providers. CAPCOG had budgeted for a 10% increase in medical premiums and level rates for all other coverages.

Table 1. Initial Renewal Cost Comparison

Coverage	Total Costs Budgeted	% Change in Proposal	Total Renewal Costs	Difference
Medical	$1,021,696	+48%	$1,512,110	$490,414
Dental	$26,484	+7%	$28,338	$1,854
Vision	$3,886	+5%	$4,080	$194
LTD	$10,735	-11%	$9,554	($1,181)
Basic Life & AD&D	$6,162	-42%	$3,574	($2,588)
Voluntary Life & AD&D	$9,929	0%	$9,929	$0
Total	**$1,078,892**	**45%**	**$1,567,585**	**$488,693**

Currently, CAPCOG and employees share the cost of insurance coverage as follows:

- Medical, Dental, and Vision:
  - Employee premiums: 100% CAPCOG, 0% employee
  - Dependent premiums: 35% CAPCOG, 65% employee
- LTD and Basic Life and AD&D: 100% CAPCOG, 0% employee
- Voluntary Life and AD&D: 0% CAPCOG, 100% employee

The total difference between renewal costs and budgeted costs are $427,447 for CAPCOG and $61,247 for employees.

In addition to the coverages listed above, CAPCOG has also provided each employee $2,000 per year in a Health Reimbursement Account (HRA) to help offset out-of-pocket costs associated with CAPCOG's medical plan. This benefit was budgeted to cost CAPCOG $151k for 2026. HRA funds that are not used by the employee revert to CAPCOG at the end of their employment.

Proposal Overview

CAPCOG received 3-5 proposals for each type of coverage. The following table summarizes the proposals received from each company for coverages that CAPCOG pays some or all of the premiums for, along with the rate change relative to 2025 rates and any multi-year rate guarantees offered.

Table 2. Proposal Summary (Except for Voluntary Life and AD&D)

Company / Plan Type	Medical (Plan Type)	Dental	Vision	Basic Life and AD&D	LTD
Blue Cross/Blue Shield (BCBS)	+56% (PPO) +10% (HMO)	+35%	n/a	n/a	n/a
Cigna	+48% (PPO)	+7%	+5% (2 yrs.)	n/a	n/a
Evry Health	+23% (PPO) -7% (EPO)	n/a	n/a	n/a	n/a
Guardian	n/a	+28%	+68% (2 yrs.)	+118% (2 yrs.)	+35% (2 yrs.)
Mutual of Omaha	n/a	+12%	+60% (2 yrs.)	-19% (2 yrs.)	-14% (2 yrs.)
New York Life	n/a	n/a	n/a	-15% (3 yrs.)	-10% (3 yrs.)
Ochs	n/a	n/a	n/a	-42% (3 yrs.)	-11% (3 yrs.)
Lowest-Cost Option	**-7% (EPO)**	**+7%**	**+5%**	**-42%**	**-14%**

Companies that were contacted directly about this RFP but that chose not to submit a proposal include the following:

- Aetna;
- Avesis;
- Baylor Scott and White Texas;
- Curative;
- Lincoln Financial;
- Principal;

- Matrix (formerly Reliance);
- Renaissance Family;
- Standard;
- Sunlife;
- Tx Health;
- The Hartford;
- United Healthcare; and
- Unum.

Evaluation of Dental, Vision, Life and AD&D, and LTD Proposals

Since Cigna offered substantially better rates than either of the two other companies that submitted proposals for dental and vision insurance, staff are recommending staying with Cigna for these two coverages.

Ochs proposed by far the lowest rates for basic life and AD&D and the 2nd-lowest rate for LTD. While Mutual of Omaha offered a LTD rate 14% below the current rate and Ochs only offered a rate 11% below the current rate, Mutual of Omaha only offered a 2-year rate guarantee while Ochs offered a 3-year rate guarantee. Due to the difference in the period of the rate guarantee, the low overall cost for this coverage, and the administrative cost of changing the provider for that coverage, staff believe that it is a better deal for CAPCOG to stay with Ochs for LTD. Therefore, staff are recommending staying with Ochs for both life and AD&D.

Evaluation of Medical Coverage Options

Staff advised the officers during the budget preparation process that we expected rate increases and would consider a number of options for mitigating increases beyond 10%, including modifications to coverage (such as increasing the deductible), requiring some level of employee contribution to their own premiums, and reductions to the HRA amount. Given cost involved with simply renewing current coverage, CAPCOG's consultant is negotiating with the three companies to see what options may be available that would include a higher deductible (currently $1,000). When that information comes back to CAPCOG, we will evaluate all available options and will provide a recommendation to the Executive Committee for its October 15 meeting.

CAPITAL AREA COUNCIL OF GOVERNMENTS
REQUEST FOR PROPOSALS FOR EMPLOYEE BENEFITS

General Information

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. CAPCOG serves a 10-county region in Central Texas that includes Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties. CAPCOG is issuing this request for proposals (RFP) to solicit proposals from interested parties for medical insurance, dental insurance, and vision insurance, life and accidental death and dismemberment (AD&D) insurance, Long Term disability insurance and administration of CAPCOG's Health Reimbursement Arrangement (HRA) and Section 125 plans.

Schedule

Table 1. RFP Schedule

Milestone	Date
RFP Issued	8/27/2025
Deadline for Questions	9/3/2025, 5:00 pm Central Time
Responses to Questions and Addenda Posted	9/17/2025, 4:00 pm Central Time
Initial Proposals Due	9/26/2025, 2:00 pm Central Time
Executive Committee Approval	10/15/2025
Anticipated Open Enrollment for 2026	11/3/2025 – 11/14/2025
Plan Year Start Date	1/1/2026

Notice

Prospective proposers who have received this document from a source other than CAPCOG or HUB International should immediately contact HUB International and provide their name, company, and email address in order that any addendum(s) to the RFP or other communication can be sent to them. Any prospective proposers who fail to provide the division with this information assume complete responsibility in the event they do not receive communications from the division after the RFP issue date.

Background

CAPCOG is seeking proposals from employee benefits providers for the following benefit categories:

1. Medical insurance (current provider: Cigna);
2. Dental insurance (current provider: Cigna);
3. Vision insurance (current provider: Cigna);
4. Life and accidental death and dismemberment (AD&D) insurance (current provider: Ochs); and
5. Long-term disability insurance (current provider: Ochs)

If a proposer for medical insurance also offers services to administer Health Reimbursement Arrangements (HRAs) and Section 125 Flexible Spending Accounts (FSAs) and Dependent Care Accounts (DCAs), CAPCOG is also interested in considering that as an option, but it may not necessarily ultimately include these services in the final contract awarded.

Capital Area Council of Governments (CAPCOG) has been a HUB client since 2020 and has had the same carriers for last 2 years (Cigna). Many of the initial rate guarantees are set to expire; therefore, CAPCOG is seeking proposals for all lines of coverage. This is not a market check. CAPCOG will transition carriers for more competitive pricing and/or improved coverage.

HUB International is coordinating this RFP on CAPCOG's behalf and is authorized by CAPCOG to score applications, negotiate with providers following scoring, and to make recommendations to CAPCOG on selection of vendors for each of these benefit categories. CAPCOG's selection of providers is subject to approval by its Executive Committee, which is scheduled to consider vendor selection at its 10/15/2025, meeting. The following table summarizes key information regarding this RFP. Additional information on current rates and coverage can be found at the end of this RFP.

Table 2. General Information

Item	Value/Information
Effective Date of Coverage	1/1/2026
Business Location	Capital Area Council of Government 6800 Burleson Rd #165 Building 310 Austin, TX 78744
SIC Code	9111
ATNE	62
Producer Name and Location	Brent Weegar HUB NCX Dallas Office 10000 N. Central Expy. #1200, Dallas, TX 75201
Broker / Consultant	Brett Bowers
Commissions	Net of Commissions
Total # of Employees on Payroll	72
Add Retiree(s)	0
Add COBRA Employees	0
Less Part-time Employees	0
Less Employees in Waiting period	0
Less Waiving due to other coverage	6
Less Waiving due to cost/not desired	2
Total number of employees electing coverage	64

Coverage Period

The coverage period for proposals should be for 1/1/2026 – 12/31/2026, with options to renew for two, one-year periods. If the proposer's intent is to increase rates at the renewal date, the group must be notified of the maximum increase for each renewal period and the basis for calculating the increase four months prior to the effective date of the rate change. Renewal for any future years will be subject to approval by the Executive Director.

Proposal Terms

1. Proposals are to be based on the current plan of benefits and the requested alternative plan options.
2. Proposals are to be based upon the census provided upon request from HUB.
3. All participants enrolled in the Employee Benefits Plan as of December 31, 2025, are to receive immediate coverage under the new plan. The group's enrollment records are to be the basis for "take-over."
4. Any deviations from specifications must be clearly documented in the proposal in the relevant section of the proposal:
    a. Does your organization agree to the specifications as outlined in the RFP?
    b. Would you be willing to agree to a performance-based contract? If so, please outline your proposed performance guarantees?
    c. Will your organization administer and/or underwrite the current benefits?
5. Submission of a proposal certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
6. Submission of a proposal certifies that the proposer will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.
7. Submission of a proposal further certifies that the proposal is in compliance with all of the following state/federal laws as may be applicable to this procurement:
    a. CONTRACTOR warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the RFP or the Agreement.
    b. If the total amount of this Agreement is in excess of $100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the CONTRACTOR certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the CONTRACTOR does not make that certification, the CONTRACTOR must state why the certification is not required.
    c. The CONTRACTOR represents that neither the CONTRACTOR, nor any affiliate of the CONTRACTOR, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Sections 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Section 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with

Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Section 2252.152.

d. CONTRACTOR understands that CAPCOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and CONTRACTOR certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.

e. If the total amount of this Agreement is in excess of $100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § I), the CONTRACTOR certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the CONTRACTOR does not make that certification, the CONTRACTOR must state why the certification is not required.

f. If the total amount of this Agreement is in excess of $100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2271.002, the CONTRACTOR certifies that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

g. If the total amount of this Agreement is in excess of $100,000, CONTRACTOR certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTOR also agrees to disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award or contract.

h. If the total amount of this Agreement is in excess of $150,000, the CONTRACTOR certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 740l-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

i. The CONTRACTOR represents and warrants that it will comply with Section 6002 of the federal Solid Waste Disposal Act (42 USC§ 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Pa11 247 of the Code of Federal Regulations.

j. To the extent applicable, CONTRACTOR represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-
Texas products, services, and materials.

Proposal Format and Content

List of Elements for a Complete Proposal

Proposals must be submitted using the following section references:

1. Cover Letter that summarizes the proposal, including a statement as to whether there is an option for administration of an HRA and Section 125 plans
    a. Medical coverage
    b. Dental coverage
    c. Vision coverage
    d. Life/AD&D/Long-Term Disability (all four types of coverage must be offered if you are selecting this option)
2. Table of contents
3. Signature page
4. Proposer's Certification and Addenda Acknowledgment
5. Deviations
6. Submission Forms and Rate Sheets (including rates for HRA and Section 125 administration, if available)
7. Vendor References (5)
    a. Current (3)
    b. Former (2)
8. Required certifications (6)
9. Exhibits

Signatures required for the proposal must be signed by an officer of the company authorized to bind the submitter to its provisions.

Vendor References

Please list total of five references excluding CAPCOG, including three current and two former references, who can verify the quality of service your company provides. The group prefers references from customers/governmental entities of a similar size and with a scope of work consistent with this RFP.

Reference information provided should include the following for each reference:

1. Organization name
2. Location (City, State)
3. Contact Person Name
4. Contact Person Title
5. Contact Person Telephone Number
6. Contact Person E-mail Address
7. Scope of Work
8. Contract Period

Required Certifications

Five (5) certification forms are required for this project. Four are to be completed and submitted to CAPCOG directly. These four forms are provided as attachments to this RFP.

1. Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, And Historically Underutilized Business Policy
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Lower-Tier Covered Transactions
3. Certification Regarding Lobbying
4. Signed Certification Regarding State Prohibition of Contracts with Companies Boycotting Israel.
5. Conflict of Interest Questionnaire (IF APPLICABLE) - Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with CAPCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with an CAPCOG officer or an officer's close family member.

The fifth form must be completed online:

6. Certificate of Interested Parties Form – Form 1295 (sample provided)

Texas law states that a governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The required form and instructions are located at the Texas Ethics Commission Website.

Updates and Additional Information

CAPCOG reserves the right to amend this RFP at any time. Updates and additional information related to this RFP may be obtained from CAPCOG's "Doing Business with CAPCOG" webpage at https://www.capcog.org/divisions/administrative-services#doing-business. Any questions regarding this RFP may be e-mailed to Gladys Reichert at gladys.reichert@hubinternational.com.

Submission of Proposals

Proposals must be submitted to CAPCOG via e-mail to gladys.reichert@hubinternational.com and received by HUB International no later than 2:00 pm Central Time, Friday, September 26, 2025. Proposals must include the company name and address in the e-mail subject line. Any proposal received after the date and hour specified will be rejected and returned to the proposer.

CAPCOG and HUB International are not liable for any costs incurred by a proposer in preparing and submitting proposals. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of Capital Area Council of Governments when received at the group or the office of HUB.

Selection Process

General

CAPCOG will award contracts to the proposers that it determines will provide the best value. Approval of the contracts is subject to approval by CAPCOG's Executive Committee. CAPCOG reserves the right to reject any or all proposals. If CAPCOG rejects all proposals, it may solicit new proposals if CAPCOG determines that it is in its best interest to do so.

Initial Screening Criteria

Following receipt of proposals, HUB International staff will review proposals to ensure all required information was provided. Then, HUB International staff evaluate each proposal based on the following criteria:

1. Cost
    a. Fixed Costs: includes insurance costs and administrative costs.
    b. Variable Costs: costs stated as a percentage of paid claims, cost management. (i.e., shifting of more/less workload to Capital Area Council of Government's staff)
    c. Ability to reduce claims expense
    d. Transition and/or wellness credits
    e. Rate caps
    f. Rate guarantee
2. Network
    a. Primary Care Physicians, Specialists, Facilities, & Mental Health Providers.
    b. Disruption analysis relative to current network
3. Financial Stability
    a. Insurance Company, AM Best Rating
    b. Financial Platform/Administration
4. Claims Processing
    a. Turnaround time excluding review of claims.
    b. Pended claims procedures
    c. Statistical accuracy
    d. General service procedures
    e. Willingness to contractually establish performance criteria.
5. Integrated Systems / Technology Initiative
    a. Integrated systems linked to database are integral to the provider selection. The following components make up the whole of an integrated system:
        i. Eligibility
        ii. Utilization review
        iii. Claim's function
        iv. Claims payment
        v. Electronic claims inquiry
        vi. Internet based enrollment/eligibility/wellness/links to PPO or EPO networks
6. Communication
    a. Educational material for employees
    b. Summary Plan Description capabilities
    c. Administrative kits for locations
    d. Bilingual capability
    e. Attendance at open enrollment
7. References
    a. Active and terminated references.
    b. Past relationship with the group.
    c. Recognition/reputation of proposer.

Negotiations Following Scoring

Following scoring of each proposal, HUB International will engage in negotiations with selected providers who meet the screening criteria.

Recommendations to CAPCOG

Following a review of BAFOs by HUB International, HUB International staff will provide scenarios for CAPCOG to consider and will make recommendations for each category of coverage. Recommendations will be submitted to CAPCOG staff by 9:00 am, Friday, 9/26/2025.

CAPCOG Staff Recommendations to Executive Committee

Upon receipt of HUB International's recommendations, CAPCOG staff will select its preferred proposal and prepare a memo to distribute to CAPCOG's Executive Committee at its meeting at 10:00 am on Wednesday, October 15, 2025.

Executive Committee Approval

CAPCOG staff will present its recommendations to the Executive Committee and request the Executive Committee's approval awarding one or more contracts based on the combination of providers that will provide the best overall value to CAPCOG. CAPCOG expects to present the selection committee's recommendation at the October 15, 2025, Executive Committee meeting and enter into a contract with the selected provider shortly thereafter.

Additional Information

CAPCOG may request in writing additional information from a proposer relating to the proposal and the proposer agrees to furnish it within a reasonable time.

Attachments to the RFP

The following attachments are included in this RFP and will be posted on the "Doing Business with CAPCOG Page" at https://www.capcog.org/about/do-business-with-us/ (for the certifications) or from HUB upon request by e-mail (for the Employee Census).

1. Required Certification Forms
2. Employee Census

Use of Copyrighted Material in Response

CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, and copy, for a governmental purpose, all copyrighted material included in the Statement of Work.

Amendment or Withdrawal of Proposal

Prior to the due date, a proposer may withdraw its proposal if there is a material mistake and may submit a corrected Statement of Work by the due date. For a period of 90 days following the due date, a proposer may not withdraw or amend its proposal. CAPCOG may waive an error in or omission from a proposal Response to RFP if the error or omission is not material.

Resolution of Protested Solicitation or Contract Award

An unsuccessful bidder/offeror/quoter may protest the procurement process by following the procedure as available on the CAPCOG website, https://www.capcog.org/divisions/administrative-services#doing-business. The protest must be made within **five** business days of the date the basis of the protest to the procurement process became known or should have become known to the protester, whichever is earlier. The protest must be submitted in writing to CAPCOG, to the attention of the contact person, and

identify and be signed by the protester. A protest shall be submitted to CAPCOG to the attention of Betty Voights, Executive Director, at 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744.

Contractual Provisions

The firm who enters into a contract with CAPCOG to provide services to the employees will be required to abide by the contract provisions outlined here. Potential contractors should consider the following carefully, and it is assumed by submitting a proposal that these conditions will be acceptable and included in the final signed document.

Handling of Claims & Customer Service

The contractor must agree to deliver customer service to the group and its employees and follow all applicable regulations and industry standards. Any problems related to servicing the contract, the employees, or the group with regard to billing procedures must be rectified immediately. Invoices may need to be separated for:

1. Active Employees
2. COBRA Eligible Plan Participants
3. Retirees

Continuity of Coverage

All employees and dependents covered by the current plan are to receive immediate coverage under the new plan. Fair credit will be allowed for all or any part of deductibles, coinsurance, waiting periods, etc. satisfied prior to the effective date, when applicable.

Claims Experience Monitoring

The contractor shall provide monthly reports to the group and HUB, allowing the group and HUB to monitor claims experience on a monthly basis.

Contractor Provision Requirement

The contractor shall provide any necessary tools, equipment, supplies, materials, employees, management, and other items or services necessary in order to provide full service to the contract.

Indemnity Clause

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE GROUP, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE GROUP AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE GROUP, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE GROUP FROM THE CONSEQUENCE OF (I) THE GROUP'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT

NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE GROUP UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE GROUP BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE GROUP. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Expectations of the Contractor

It is understood upon submission of a proposal that:

1. The contractor shall not assign or subcontract any of its rights, duties, or obligations under the contract without prior written consent from the group. The contractor shall be entitled to assign, pledge or encumber its right to receive payments under this contract pursuant to security interests based upon the Uniform Commercial Code, so long as the group shall never be obligated to negotiate with any such third party in respect to compliance with the terms and conditions of the agreed contract. Any such assignment, pledge or encumbrance shall be limited by any rights of offset by the group for damages or claims arising under this Contract or any other obligation owed by the contractor to the group.
2. At all times during the term of the contract, the company awarded the contract shall operate as an independent contractor to the group, and the contractor shall not, in any event, be deemed an employee or other representative of the group, nor shall he/she hold themselves out as such.

Contractor Employee Arrangements

All employees of the contractor shall at all times be considered an employee of the contractor, and the contractor will be solely liable for the payment of all wages and benefits made available to such employees in connection with their employment. In addition, it is expected and understood that the contractor will be responsible at all times for the supervision and performance of their employees. All employees of the contractor shall warrant that all employees are fully covered by workers compensation insurance and that each employee has been carefully screened as to character and fitness for the performance of his/her job.

Contractor Insurance Coverages

During the duration of any agreed contract, the contractor shall maintain, at its sole cost and expense, Professional E & O Liability insurance with a minimum policy limit of $1,000,000. The insurance policy must name Capital Area Council of Governments as an additional insured. A certificate of insurance evidencing such coverage shall be furnished to the group prior to the commencement of any work for the group.

Reference Information - Other contractual requirements

Section 1.113 CAPCOG Procurement Policies: Public Access to Procurement Information

Public Access to Procurement Information: Procurement information shall be a public record to the extent provided by the Texas Public Information Act and the Freedom of Information Act, as applicable, and shall be available to the public as provided therein. If a proposal contains information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other

than the evaluation of the offer, all such information must be indicated and clearly marked on each page of the proprietary or confidential document(s).

The information submitted during a procurement process is protected from disclosure until a contract is awarded. All proposals are open for public inspection after the contract is awarded, but proprietary and confidential information in the proposals are not open for public inspection.

Equal Opportunity/Non-Discrimination

All contracts awarded by CAPCOG are subject to the provisions listed below.

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, age or disability. The CONTRACTOR will take action to ensure that employees or applicants for employment are treated fairly during employment or the application process, regardless of race, color, sex, religion, national origin, age, or disability. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices (provided by an appropriate agency) of federal government nondiscrimination provisions.
2. The CONTRACTOR will state, in all solicitations or advertisements for employment (by or on behalf of the CONTRACTOR), that all qualified applicants will receive consideration for employment regardless of race, color, sex, religion, national origin, age, or disability.

Small, Disadvantaged, Minority, Women-Owned and Historically Underutilized Businesses: Federal Assistance or Contract Procurement Requirements

6-101. **Policy Statement**
It shall be the policy of CAPCOG to assist small, DBE, MBE, women-owned businesses and HUBs in learning how to do business with CAPCOG. It shall be the further policy of CAPCOG that these sources shall have the maximum feasible opportunity to compete.

6-102. **Bidder/Offeror Statement**
Every solicitation for procurement must require that each bidder or offeror include a statement that the bidder or offeror will comply with this Policy.

6-103. To ensure that CAPCOG's policy to assure that small, MBEs, DBEs, women-owned businesses, and HUBs are utilized, CAPCOG and its contractors and subcontractors should take the following affirmative steps:

1. Include qualified small, MBEs, DBEs, women-owned businesses, and HUBs on the Bidders' List. State lists may be utilized to locate such businesses by contacting the General Services Commission;
2. Assure that small, MBEs, DBEs, women-owned businesses, and HUBs are solicited whenever they may be potential sources. In this regard, CAPCOG should investigate new sources and advertise when feasible in minority publications;
3. When economically feasible, and where not in contravention of competitive bidding requirements, CAPCOG should divide the total requirements into smaller tasks or quantities so as to permit maximum small, MBE, DBE, women-owned businesses and HUB participation;

4. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, the Minority Business Development Agency in the Department of Labor, the Texas General Services Commission and other similar agencies for locating such businesses;
5. Require that prime contractors take affirmative and meaningful steps towards retaining small, MBE, DBE, women-owned businesses and HUB subcontractors;
6. Procure goods and services from labor surplus areas;
7. If feasible, establish delivery schedules that encourage small, MBEs, DBEs, women-owned businesses, and HUBs to participate; and,
8. Advertise, at least annually, in a newspaper of general circulation for small, MBEs, DBEs, women-owned businesses and HUBs to be added to the Bidders' List.

6-104. For such affirmative steps to be meaningful, CAPCOG should review all solicitations, offers and bids to confirm that such affirmative action steps have been taken. In addition, steps should be taken to ensure that once a contract is awarded to a small, MBE, DBE, women-owned business, and/or HUB, or that the award is given to a contractor with such a subcontractor, that such business is retained during the entire performance of the contract.

6-105. Failure of a contractor to take meaningful affirmative steps at soliciting and retaining small, MBEs, DBEs, women-owned businesses and HUBs may be considered as a factor in evaluating future bids under non-compliance with public policies; however, this factor may not be a consideration in procurements involving purely state or local funds as Texas law requires awards to be made to the lowest responsible bidder.

6-106. For procurements costing more than $3,500 but less than $50,000 the Division Director shall contact at least two HUBs on a rotating basis, based on information provided by the Texas General Services Commission. If the list fails to identify a historically underutilized business in the area, CAPCOG is exempt from this section.

Details of Existing Rates and Coverages

Current Monthly Rates and Contributions

Table 3. Current Medical Rates and Contributions (Cigna)

Covered Individuals	Rate	Employee Contribution %	Employee Contribution
Employee	$846.62	0%	$0.00
+ Spouse	$1,718.66	65%	$566.83
+ Children	$1,356.50	65%	$331.42
+ Family	$2,122.37	65%	$829.24

Table 4. Current Dental Rates and Contributions (Cigna)

Covered Individuals	Rate	Employee Contribution %	Employee Contribution
Employee	$34.92	0%	$0.00
+ Spouse	$71.68	65%	$23.89
+ Children	$75.35	65%	$26.28
+ Family	$107.19	65%	$46.98

Table 5. Current Vision Rates and Contributions (Cigna)

Covered Individuals	Rate	Employee Contribution %	Employee Contribution
Employee	$5.41	0%	$0.00
+ Spouse	$10.81	65%	$3.51
+ Children	$10.92	65%	$3.58
+ Family	$17.43	65%	$7.81

Table 6. Current Basic Life and AD&D Rates (Mutual of Omaha)

Coverage	Individual Covered	Coverage Amount	Rate per $1,000 coverage	Employee Contribution %
Basic Life	Employee	$50,000	$0.105	0%
Basic AD&D	Employee	$50,000	$0.025	0%

Table 7. Current Voluntary Life and AD&D Rates (Mutual of Omaha)

Coverage	Individual Covered	Age	Rate per $1,000 coverage	Employee Contribution %
Voluntary Life	Employee and Spouse	18-29	$0.041	100%
Voluntary Life	Employee and Spouse	30-34	$0.049	100%
Voluntary Life	Employee and Spouse	35-39	$0.080	100%
Voluntary Life	Employee and Spouse	40-44	$0.110	100%
Voluntary Life	Employee and Spouse	45-49	$0.178	100%
Voluntary Life	Employee and Spouse	50-54	$0.312	100%
Voluntary Life	Employee and Spouse	55-59	$0.575	100%
Voluntary Life	Employee and Spouse	60-64	$0.893	100%
Voluntary Life	Employee and Spouse	65-69	$1.493	100%
Voluntary Life	Employee and Spouse	70-100	$2.411	100%
Voluntary Life	Child	n/a	$0.160	100%
Supplemental AD&D	Child	n/a	$0.040	100%
Supplemental AD&D	Employee and Spouse	n/a	$0.020	100%

Table 8. Current Long-Term Disability Rate (Mutual of Omaha)

Coverage	Rate per $100 coverage	Employee Contribution %
Long-Term Disability	$0.185	0%

Coverage Details

Table 9. Coverage Details for Current Medical Benefits Provider

Item	Details/Amounts
Provider	Cigna
Plan Type	OAP
Plan Number	Open Access Plus Plan
Deductible In-Network	$1,000 Ind./ $2,000 Fam.
Deductible Non-Network	$2,000 Ind. /$4,000 Fam.
Out Of Pocket Max (including deductible and co-insurance) In-Network	$3,000 Ind./ $6,000 Fam.
Out Of Pocket Max (including deductible and co-insurance) In-Network	$6,000 Ind./ $12,000 Fam.
Coinsurance In-Network	20%
Coinsurance Non-Network	50%
Telemedicine	$30
Behavioral Health	$60
Physician Office Visit (Lab + x ray covered in office visit) – In-Network	$30
Physician Office Visit (Lab + x ray covered in office visit) – Non-Network	Ded. / 50%
Behavior Therapist Office Visit: In-Network	$60
Behavior Therapist Office Visit: Non-Network	Ded. / 50%
Specialist Office Visit: In-Network	$60
Specialist Office Visit: Non-Network	Ded. / 50%
RehabTherapy PT / OT / ST: In-Network	$60 Copay
RehabTherapy PT / OT / ST: Non-Network	Ded. / 50%
Emergency Room: In-Network	$500 Copay (waived if admitted), Ded. / 20% for Physician Services
Emergency Room: Non-Network	$500 Copay (Waived if admitted), Ded. / 20% for Physician Services
Urgent Care: In-Network	$75
Urgent Care: Non-Network	Ded. / 50%
Mental Health: In-Network	Ded. / 30%
Mental Health: Non-Network	Ded. / 50%
Outpatient Surgery & Inpatient Hospital: In-Network	Ded. / 30%
Outpatient Surgery & Inpatient Hospital: Non-Network	Ded. / 50%
Prescriptions: Network Retail Pharmacy	$10/$45/$90
Prescriptions: Network Mail Order	3x
Prescriptions: Mac C/ ST /QL / PA	Included

Please quote:

1. An option with similar deductible/out of pocket limits to current coverage
2. An option with a $2,000 deductible

For proposals including medical coverage, the proposal must include responses to the following questions:

1. Do you contract your own mental health providers or use a third party?
2. What percentage of mental health claims are paid in-network versus out-of-network?

Table 10. Coverage Details for Current Dental Benefits Provider

Item	Details/Amounts
Provider	Cigna
Plan Type	DPPO
Type I – Preventive Services	No Waiting Period
Deductible	None
(2) Oral Exams per calendar year	No Cost
(2) Fluoride treatments-children under 18	No Cost
(2) Cleanings per calendar year	No Cost
Bitewings X-rays once per calendar year	No Cost
Type II – Basic Services	No Waiting Period
Coinsurance	20%
Emergency Exams	20%
Non-preventive X-rays	20%
Amalgam and resin-based composite fillings	20%
Oral Surgery	20%
Type III – Major Services	No Waiting Period
Coinsurance	50%
Replacement of Crowns	50%
Dental Implants	50%
Type IV – Orthodontia	No Waiting Period
Coinsurance	50%
Orthodontia Eligibility	Child under 19
Orthodontia Lifetime Maximum	$3,000 per lifetime
Calendar Year Deductible	II, III
Individual	$50
Family	X3
Dental Annual Maximum	$2,000
UCR Out of Network Percentile	90th Percentile

Table 11. Coverage Details for Current Vision Benefits Provider

Item	Details/Amounts
Provider	Cigna
Eye Exam: In-Network	$0 copay
Eye Exam: Non-Network	$45 max
Bifocal Lenses: In-Network	$0 copay
Bifocal Lenses: Non-Network	$55 max
Trifocal Lenses: In-Network	$0 copay
Trifocal Lenses: Non-Network	$65 max
Frames: In-Network	$150 allowance
Frames: Non-Network	$83 max
Contacts: 1-Year Supply: In-Network	Covered in full
Contacts: 1-Year Supply: Non-Network	$210 max
Elective Contacts: 1-Year Supply: In-Network	$150 allowance
Elective Contacts: 1-Year Supply: Non-Network	$120 max
Exam Frequency	12 months
Lens Frequency	12 months
Frames Frequency	12 months
Network	Eyemed Vision
Participation Requirements	100%

Table 12. Coverage Details for Current Basic Life and AD&D Coverage

Item	Details/Amounts
Provider	Ochs
Basic Life Insurance: Class Description	All active full-time employees
Basic Life Insurance: Schedule	$50,000
Basic Life Insurance: Guarantee Issue Amount	$50,000
Basic Life Insurance: Age Reduction Schedule	Matches Basic Life
Basic Life Insurance: Terminates at Retirement	75-50%
Basic Life Insurance: Waiver of Premium	Disabled prior to 60, 9 month waiting period, to age 65
Basic AD&D: Class Description	All active full-time employees working 20+ hrs.
Basic AD&D: Definition of Earnings	N/A
Basic AD&D: Schedule	$50,000
Basic AD&D: Maximum Benefit	$50,000
Basic AD&D: Age Reduction Schedule	Matches Basic Life
Basic AD&D: Seatbelt	Included
Basic AD&D: Childcare	Included

Note- For Basic Life, please quote with an age reduction schedule and without an age reduction schedule.

Table 13. Coverage Details for Current Voluntary Life and AD&D Coverage

Item	Details/Amounts
Provider	Ochs

Item	Details/Amounts
Class Description	All active full-time employees working 20+ hrs.
Definition of Earnings	N/A
Employee Life Schedule	$10,000 increments
Employee Maximum Benefit	$300,000
Employee Guaranteed Issue Amount	$150,000
Spouse Life Schedule	$5,000 increments
Spouse Maximum Benefit	100% of employee amount up to $150,000
Spouse Guaranteed Issue Amount	$25,000
Age Reduction Schedule for Employee and Spouse: 70-74	None
Child Life Schedule	$10,000 or $15,000
Child Maximum Benefit	$15,000
Child Guarantee Issue Amount	$15,000
Waiver of Premium	Included
Accelerated Death Benefit	100%
Conversion	Included
Portability	Included

Table 14. Coverage Details for Current Voluntary Long-Term Disability Coverage

Item	Details/Amounts
Provider	Ochs
Class Description	All active full-time employees working 20+ hrs.
Definition of Earnings	Base annual earnings
Monthly Percentage	60%
Monthly Maximum	$5,000
Guarantee Issue	$5,000
Minimum Benefit	$100
Elimination Period	90 days
Maximum Benefit Duration	RBD to SSNRA
Definition of Own Occupation / Any Occupation	99%/85% of pre disability earnings
Earnings Test	During Own Occ Period 80% otherwise 60%
Survivor Benefit	Included
Pre-existing Limitations	3/12
Mental/Nervous Limits	2 years per lifetime
Drug and Alcohol Limits	2 years per lifetime
Family Care Benefit	Included

Signature Page

The undersigned, in submitting this bid proposal and their endorsement of same, represents that he/she is authorized to obligate their firm, that he/she has read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submitted by:

_____

(Official Firm Name)

By: _____

(Original Signature)

_____

(Typed or Printed Name)

_____

(Title) (Date)

Remittance Address:

_____

_____

_____

Phone: _____

Fax: _____

Email: _____

EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **7. Consider Approval of an Interlocal Agreement with the University of Houston for Mobile Monitoring Study**

GENERAL DESCRIPTION OF ITEM:
In May 2025, CAPCOG was provided with $250,000 from the City of Austin to lead the air quality monitoring work in the Regional Climate Pollution Reduction Grant (CPRG) project. This funding is meant to support improved air quality planning in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), which consists of Bastrop, Caldwell, Hays, Travis, and Williamson counties by purchasing, installing, and maintaining new air quality sensors, implementing a mobile air quality monitoring study, and piloting a wearable air quality sensor study.

CAPCOG is partnering with Capital Metro, the public transit authority in the MSA's urban areas, to place fine particulate matter ($PM_{2.5}$) monitoring equipment on Capital Metro electric buses. University of Houston (UH), an industry leader in air quality monitoring space, will lead operations of this project.

In addition to the work under the CPRG grant, CAPCOG is including two optional tasks which would be funded by CAPCOG's 2026-2027 Texas Commission on Environmental Quality (TCEQ) near-nonattainment grant. This would add an Ozone (O_3) monitor and a Nitrogen Oxide monitor (NO_x) to the project.

The term of this ILA is a one-year agreement with two optional one-year renewals in an amount not to exceed $311,500.

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: $311,500.00
Source of Funds: City of Austin and TCEQ

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: Interlocal Agreement

ACTION REQUESTED: Consider interlocal agreement with the University of Houston to operate and maintain a mobile monitoring project under EPA's Climate Pollution Reduction Grant awarded to the City of Austin and TCEQ's Rider 7 grants awarded to CAPCOG.

BACK-UP DOCUMENTS ATTACHED:

1. Memo detailing the project
2. Draft Interlocal Agreement

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

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM
October 15, 2025

TO: **CAPCOG Executive Committee**

FROM: **Anton Cox, Air Quality Program Manager**

RE: **Mobile Air Quality Sensor Study with Capital Metro ILA with University of Houston**

The Air Quality Program is requesting approval to enter an interlocal agreement with the University of Houston (UH) to install, operate, and maintain air quality monitoring equipment on at least one Capital Metro electric bus.

In May 2025, CAPCOG was provided with $250,000 from the City of Austin to lead the air quality monitoring work in the Regional Climate Pollution Reduction Grant (CPRG) project. This funding is meant to support improved air quality planning in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), which consists of Bastrop, Caldwell, Hays, Travis, and Williamson counties by purchasing, installing, and maintaining new air quality sensors, implementing a mobile air quality monitoring study, and piloting a wearable air quality sensor study.

In addition, under CAPCOG's 2026-2027 "Near-Nonattainment"/Rider 7 Ozone (O_3) grants from the Texas Commission on Environmental Quality (TCEQ), the Air Quality Program has access to state funding to conduct monitoring studies related to O_3 emissions in the MSA.

This project will use a combination of these funding sources to support this project. City of Austin, CPRG funding will be used to support the fine particulate matter ($PM_{2.5}$) work while the TCEQ O_3 Rider 7 funding will cover the O3 & Nitrogen Oxide (NO_x)-related monitoring work.

A breakdown of the tasks and associated cost is provided below.

Table 1. Summary of Costs

Task	Funding Source	Total Budgeted
1: $PM_{2.5}$ Mobile Monitoring	CPRG	
1.1-1.3: Year 1 Setup and Operations	CPRG	$68,000.00
1.4: Year 2 Operations [OPTIONAL]	CPRG	$33,500.00
1.5: Year 2 Operations [OPTIONAL]	CPRG	$35,000.00
2: O_3 Mobile Monitoring [OPTIONAL]	Rider 7	

Task	Funding Source	Total Budgeted
2.1-2.3 Year 1 Setup and Operations [OPTIONAL]	Rider 7	$59,500.00
2.4: Year 2 Operations [OPTIONAL]	Rider 7	$33,500.00
2.5: Year 2 Operations [OPTIONAL]	Rider 7	$35,000.00
3: NO_x Mobile Monitoring [OPTIONAL]	Rider 7	
3.1-3.3 Setup and Operations [OPTIONAL]	Rider 7	$24,000.00
4: Air Quality Dashboard Development [OPTIONAL]	CPRG	$23,000.00
Total		**$311,500.00**

Tasks 2 and 3 are listed as fully optional tasks because they will require TCEQ approval and this would likely come no sooner than Spring 2026 due to TCEQ contracting timeline. Task 4 is an optional task to build an online dashboard where the public can view the monitoring data collected, however, CAPCOG is currently considering a number of options to consolidate our monitoring data and we would like to allow the flexibility to either build a dashboard with UH or with another vendor so that other monitoring projects are able to be included.

This project may end at the end of calendar year 2026, however, there is the option to add up to two additional years to task 1, 2 and 3.

CAPITAL AREA COUNCIL OF GOVERNMENTS INTERLOCAL AGREEMENT FOR MOBILE AIR QUALITY MONITORING SERVICES

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 University of Houston ("UH" OR "CONTRACTOR"), is an agency of the State of Texas with offices located in Houston, Texas].

1.3. CAPCOG has received funding from City of Austin and Texas Commission on Environmental Quality to measure air pollution levels in the five-county Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA), which includes Bastrop, Caldwell, Hays, Travis, and Williamson Counties.

1.4. UH is capable of conducting mobile air pollution monitoring in the Austin-Round Rock-San Marcos MSA.

1.5. This Contract is entered into under chapter 791 of the Texas Government Code.

Sec. 2. Goods and Services

2.1. CONTRACTOR agrees to provide CAPCOG the goods and services described in Attachment A - Scope of Work and in accordance with the rates and budget as itemized in Attachment A.

Sec. 3. Term of Contract

3.1. This contract begins upon execution, and ends December 31 2028, unless sooner terminated under Sec. 13, Sec. 14, or Sec. 15, or extended by mutual agreement of both parties.

Sec. 4. Contract Price and Payment Terms

4.1. CAPCOG agrees to compensate CONTRACTOR for the goods and services provided under this Contract for an amount not to exceed $311,500.00 in accordance with the rates listed in Attachment A].

4.2. CONTRACTOR agrees to invoice CAPCOG a monthly basis.

4.3. CONTRACTOR agrees to certify each invoice as follows:

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

4.4. CAPCOG agrees to pay CONTRACTOR the amount owed on each invoice within 30 calendar days after acceptance by CAPCOG staff.

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Sec. 5. Independent Contractor

5.1. CONTRACTOR is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

Sec. 6. Assignment and Subcontracting

6.1. Except as described herein, CONTRACTOR may not assign its rights or subcontract its duties under this contract without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 6.1 is void.

Sec. 7. Liability Insurance

7.1. CONTRACTOR agrees to maintain throughout the term of this contract sufficient insurance coverage to meet the following requirements:

7.1.1. Commercial general liability insurance with the minimum coverages of $100,000 for each occurrence, $300,000 annual aggregate, and $100,000 excess liability coverage;

7.1.2. Texas workers' compensation insurance with coverage satisfying the statutory requirements plus Employers' Liability insurance with minimum coverages per employee of $100,000 for bodily injury and $300,000 for disease for each accident; and

7.1.3. Comprehensive automobile liability insurance with limits of at least $300,000 combined single limit for bodily injury and property damage for each occurrence.

7.1.4. If CONTRACTOR's insurance policies are not written for amounts specified above, CONTRACTOR shall carry umbrella or excess liability insurance for any differences in amounts specified. If excess liability insurance is provided, it shall follow the form of the primary coverage.

7.2. CONTRACTOR agrees to name CAPCOG as an additional insured on each of the insurance policies, except the worker's compensation policy, maintained under Sec. 7.1.2**.**. Each of CONTRACTOR's insurance policies maintained under Sec. 7.1 must contain provisions (1) that the CONTRACTOR will notify CAPCOG least 30 calendar days in advance of (i) cancellation or nonrenewal of the policy, (ii)or any reduction in the policy amounts., and (iii) deletion of CAPCOG as an additional insured; and waivers of subrogation in CAPCOG's favor.

7.3. CONTRACTOR agrees to furnish CAPCOG a copy of the declarations page or a certificate of insurance for each insurance policy maintained under Sec. 7.1 within 30 calendar days after the effective date of this contract.

Sec. 8. Indemnification

8.1. CONTRACTOR agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of CONTRACTOR 's governing body member, officer, employee, or agent under this contract.

8.2. If CONTRACTOR is served with process in a suit or proceeding described in Sec. 8.1, CONTRACTOR agrees promptly to furnish CAPCOG with a copy of the process.

8.3. CONTRACTOR agrees that its obligations under Secs. 8.1 and 8.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

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Sec. 9. Records and Inspections

9.1. CONTRACTOR agrees to maintain records adequate to document its performance, costs, and receipts under this contract. CONTRACTOR agrees to maintain these records at CONTRACTOR's office address described in Sec. 17.

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 contract.

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 contract.

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 contract 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 evaluating its performance under this contract.

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 contract 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.

10.4. CAPCOG's sole obligation to protect allegedly proprietary or confidential information submitted by CONTRACTOR is described in this Sec. 10.

Sec. 11. Intellectual Property

11.1. For purposes of this Sec. 11, "intellectual property" means a discovery or invention for which patent, trademark, or trade secret rights may be acquired; designs, plans, maps, computer programs, reports, manuals, or other copyrightable materials; and any other materials in which intellectual property rights have been or may be acquired.

11.2. Unless specifically identified in accordance with Section 11.3, CAPCOG will hold an exclusive right to all intellectual property produced under this contract.

11.3. If CONTRACTOR creates intellectual property in the performance of this contract or purchases intellectual property with contract funds, CONTRACTOR shall promptly notify CAPCOG of the creation or purchase and supply CAPCOG with sufficient technical detail to identify the property and describe its likely applications.

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11.4. CAPCOG reserves an irrevocable, nonexclusive, and royalty-free right to use, reproduce, copy, sell, or license, and to license others to use, reproduce, copy, sell, or license, for a governmental purpose, any intellectual property created in the performance of this contract and to use, reproduce, or copy data purchased with contract funds.

Sec. 12. Applicable Law

12.1. In carrying out this contract, CONTRACTOR agrees to comply with all applicable laws. This Contract is governed by and shall be construed in accordance with the laws of the State of Texas.

12.2. To the extent that conditions are attached to any source of funding that CAPCOG uses to pay for this contract flows down to sub-contracts, those provisions also apply to this contract.

Sec. 13. Suspension or Termination of Contract for Unavailability of Funds

13.1. CONTRACTOR acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this contract in whole or part if CAPCOG learns that funds to pay for all or part of the goods or services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this contract for unavailability of funds, CONTRACTOR agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

13.2. CAPCOG suspends or terminates this contract 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 contract is suspended or terminates on the specified termination date.

13.3. If this contract is suspended or terminated for unavailability of funds under this Sec. 13, CONTRACTOR is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to CONTRACTOR for costs it paid or incurred under this contract after or in anticipation of its receipt of notice of suspension or termination.

Sec. 14. Termination for Breach of Contract

14.1. If CONTRACTOR or CAPCOG breaches a material provision of this contract, 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 contract or either party may invoke the dispute resolution process of Sec. 14.

14.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

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Sec. 15. Suspension or Termination of Contract for Convenience

15.1. CAPCOG may, upon providing at least 10 days' written notice to CONTRACTOR, partially or fully suspend or terminate this contract for convenience. Termination shall not prejudice any other right or remedy of CAPCOG or CONTRACTOR. CONTRACTOR may request reimbursement for conforming work and timely, reasonable costs directly attributable to termination. CONTRACTOR shall not be paid for work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from termination. If CAPCOG suspends or terminates only part of this contract, CONTRACTOR agrees to perform the unsuspended or unterminated part if CAPCOG so requests.

Sec. 16. Dispute Resolution

16.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Sec. 16, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Sec. 16.

16.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

16.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

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

Sec. 17. Notice to Parties

17.1. 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 acknowledged as received via e-mail by the intended recipient; (2) when it is delivered to the party personally; (3) 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. 17.2 and signed on behalf of the party; (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 17.2; or (5) one business day after it is submitted by e-mail to the party's e-mail address specified in Sec. 17.2.

17.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Chris Miller, Executive Director, cmiller@capcog.org. CONTRACTOR's address is Antonius Douglas, 3507 Cullen Blvd, Science & Research 1 Room 312, Houston, TX 77204, aldougl3@central.uh.edu

17.3. A party may change its address or e-mail address by providing notice of the change in accordance with Sec. 17.1.

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Sec. 18. Conflict of Interest

18.1. Chapter 176 of the Texas Local Government Code requires contractors and consultants seeking to do business with CAPCOG to file a conflict of interest questionnaire (CIQ) if they have an employment or other business relationship with a CAPCOG officer or an officer's close family member. The required questionnaire and instructions are located at the Texas Ethics Commission website www.ethics.state.tx.us/forms/CIQ.pdf. CAPCOG officers include the Executive Committee and Executive Director, who are listed on the CAPCOG website. The CIQ must be completed and filed with a bid, request for proposal or quote, if an employment or business relationship defined in the law exists.

Sec. 19. Gift to Public Servant

19.1. CONTRACTOR warrants that it has not given, offered to give, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the RFP or the Agreement.

Sec. 20. Equal Opportunity

20.1. CONTRACTOR will be required to comply with all Equal Employment Opportunity laws and regulations.

Sec. 21. Title VI Requirements

21.1. CONTRACTOR is required to comply with all requirements imposed by Title VI of the Civil Rights Acts of 1964 (49 U.S.C. Section 2000d), the regulations of DOT issued hereunder (49 C.F.R. part 21), and the assurances by CAPCOG thereto.

Sec. 22. Miscellaneous

27.1. Each individual signing this contract 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.

27.2. This contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.

27.3. CAPCOG is a governmental agency and is exempt from payment of sales tax. Unless CAPCOG's request for quote or specifications specifically indicate otherwise, the price bid must be net exclusive of the previously mentioned taxes.

27.4. If the total amount of this Agreement is in excess of $100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the CONTRACTOR certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the CONTRACTOR does not make that certification, the CONTRACTOR must state why the certification is not required.

27.5. The CONTRACTOR represents that neither the CONTRACTOR, nor any affiliate of the CONTRACTOR, (i) is an entity listed by the Texas Comptroller of Public Accounts under Texas Government Code, Sections 2252.153 or 2270.0201; (ii) constitutes a "scrutinized company" as defined by Texas Government Code, Section 2270.0001 (9); or (iii) has contracts with, provides supplies or services to, or is otherwise engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code, Section 2252.152.

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27.6. CONTRACTOR understands that CAPCOG will adhere to the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, and CONTRACTOR certifies that it and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; that it is in compliance with Texas statutes and rules; and that it is not listed on the federal government's terrorism watch list.

27.7. If the total amount of this Agreement is in excess of $100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2274.002 (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § I), the CONTRACTOR certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the CONTRACTOR does not make that certification, the CONTRACTOR must state why the certification is not required.

27.8. If the total amount of this Agreement is in excess of $100,000, and if the CONTRACTOR is required to make a certification pursuant to Texas Government Code, Section 2271.002, the CONTRACTOR certifies that the CONTRACTOR: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

27.9. If the total amount of this Agreement is in excess of $100,000, CONTRACTOR certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. CONTRACTOR also agrees to disclose any lobbying with non Federal funds that takes place in connection with obtaining any Federal award or contract.

27.10. If the total amount of this Agreement is in excess of $150,000, the CONTRACTOR certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 740l-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

27.11. The CONTRACTOR represents and warrants that it will comply with Section 6002 of the federal Solid Waste Disposal Act (42 USC§ 6962), as amended by the Resource Conservation and Recovery Act, and Title 40, Pa11 247 of the Code of Federal Regulations.

27.12. To the extent applicable, CONTRACTOR represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

27.13. This contract states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

27.14. This contract is executed through signatures affixed electronically or scanned by both parties and transmitted electronically.

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Sec. 23. Attachments

The following Attachments are part of this Contract:

A. Scope of Work
B. Project Representatives and Records Location
C. Certifications
    1. Signed Certification of Compliance with Small, Disadvantaged, Minority, Women-Owned, and Historically Underutilized Business Policy
    2. Signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower-Tier Covered Transactions
    3. Signed Certification Regarding Lobbying
    4. Signed Certification Regarding State Prohibition of Contracts with Companies Boycotting Israel.
    5. Conflict of Interest Questionnaire [if applicable; required if CONTRACTOR has a connection to a board member or CAPCOG employee to declare]
    6. Certificate of Interested Parties Form – Form 1295, Completed Online at https://www.ethics.state.tx.us/filinginfo/1295/.

Signatures

University of Houston	Capital Area Council of Governments
By	By
[Typed Name]	Chris Miller
[Title]	Executive Director
Date	Date

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Attachment A: Scope of Work

Background

On June 12, 2025, the Capital Area Council of Governments (CAPCOG) entered into an agreement to lead efforts to support air quality monitoring enhancements in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA) (Bastrop, Caldwell, Hays, Travis, and Williamson Counties) via the City's Climate Pollution Reduction Grant – Implementation Grant from the Environmental Protection Agency (EPA). This grant was awarded to City of Ausitn in Fall 2024. In addition, CAPCOG expected to support this project with the Texas Commission on Environmental Quality (TCEQ) Rider 7 grant, awarded to CAPCOG for 2026-2027 ozone (O_3) and fine particulate matter ($PM_{2.5}$)-related monitoring work.

The goal of this study is to better understand air quality conditions on the region's roadways and to provide the region with additional data and insights regarding real-time air pollution conditions. To accomplish this CAPCOG is partnering with University of Houston, City of Ausitn, and Capital Metro to place air quality monitoring equipment on a transit bus in the region which will collect data for a least one-year, possibly more.

Budget

This scope of work is based on recommendations from the University of Houston from August 2024 with modifications mutually agreed to between CAPCOG and UH. The following table shows a task-level summary of the approved budget for each task. Some tasks are optional, if CAPCOG chooses to exercise its option to pursue one of the optional tasks, it will provide UH written notification.

Table 1. Budget Summary by Task

Task	Total Budgeted
1: $PM_{2.5}$ Mobile Monitoring	$136,500.00
2: O_3 Mobile Monitoring [OPTIONAL]	$128,000.00
3: NO_x Mobile Monitoring [OPTIONAL]	$24,000.00
4: Air Quality Dashboard Development [OPTIONAL]	$23,000.00
Total	**$311,500.00**

Principal Investigators (PI):

PI: James Flynn, PhD: Research Associate Professor, Department of Earth and Atmospheric Sciences, University of Houston, Houston, Texas, USA, jhflynn@uh.edu, 281-794-6708

Task 1: $PM_{2.5}$ Monitoring

CAPCOG's $PM_{2.5}$ monitoring will be paid for through a grant from the City of Austin.

This task is broken down into the following sub-tasks:

1.1. Approved QAPP;
1.2. Site build out and set-up;
1.3. Year One Operations

1.3.1. Routine Maintenance and Calibrations;
1.3.2. Data Validation;
1.3.3. Monthly Reports (within 10 days of the end of each month); and
1.3.4. Operational Contingencies.

1.4. Year Two Operations [OPTIONAL]
1.4.1. Routine Maintenance and Calibrations;
1.4.2. Data Validation;
1.4.3. Monthly Reports (within 10 days of the end of each month); and
1.4.4. Operational Contingencies.

1.5. Year Three Operations [OPTIONAL]
1.5.1. Routine Maintenance and Calibrations;
1.5.2. Data Validation;
1.5.3. Monthly Reports (within 10 days of the end of each month); and
1.5.4. Operational Contingencies.

The following table summarizes the costs for this task and each sub-task.

Table 2. Budget Summary for Task 1

Sub-Task	Unit Cost	Units	Qty	Total Cost
1.1 Approved QAPP	$2,000.00	QAPP	1	$2,000.00
1.2: Site build out and set-up	$34,000.00	Installations	1	$34,000.00
1.3: Year One Operations	$2,667.00	Months	12	$32,000.00
1.4: Year Two Operations	$2,792.00	Months	12	$33,500.00
1.5: Year Three Operations	$2,917.00	Months	12	$35,000.00
Total	**n/a**	**n/a**	**n/a**	**$136,500.00**

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Subtask 1.1: Approved QAPP

UH will assist CAPCOG in the development of a QAPP that details how the project will meet the requirements of a Category III QAPP for measurement projects. The QAPP will cover the following topics:

- Project description and objectives;
- Organization and responsibilities;
- Scientific approach;
- Sampling procedures;
- Measurement procedures;
- Quality metrics (QA/QC checks);
- Data analysis, interpretation, and management; and
- Reporting.

Deliverable: Approved QAPP

Due Dates: 12/1/2025

Cost: $2,000.00

Subtask 1.2: Site Build-out and Set-up

UH will build the monitoring equipment and work with CAPCOG and CapMetro to set it up on a CapMetro's bus so that it can collect and deliver pollution data.

Deliverable: Build and Set-up

Due Dates: 1/1/2026

Cost: $34,000.00

Subtask 1.3: Year One Operations

UH will complete the following subtasks.

Cost: $32,000.00

Subtask 1.3.1 Site Routine Maintenance and Calibrations

Maintenance and calibrations of the site will be conducted according to the approved QAPP. Routine maintenance and calibration will include:

- Checking $PM_{2.5}$ inlet heads for obstructions and cleaning the inlet heads and sharp cut cyclones (SCC) monthly.
- Flow, Temperature, and pressure audits or calibration monthly.
- Check filter RH sensor every 6 months
- Replace Pump and Purge filters annually
- Checking the $PM_{2.5}$ monitors for any error codes that could indicate issues that may lead to data loss.
- Factory service, recalibration and optical system cleaning, nominally every 24 months, if warranted based on instrument performance.

Deliverable: Operator logs and calibration stats each month

Due Dates: Continuously between 1/1/2026 and 12/31/2026

Subtask 1.3.2: Data Validation

UH will perform data analysis and validation on the analyzer. Data validation procedures will be followed as described in the CAPCOG QAPP.

Data validation tasks will include daily data reviews of the site to verify that data is being reported, that there are no aberrant data being reported, that QC calibration checks are within acceptable limits, and that no data is missing.

Each month UH will review the previous month's data and data flags will be applied where applicable. Reviewing data against QC data, calibrations, and logbook entries will occur during the monthly validation reviews as well. Data completeness will be calculated for each site during this period.

Deliverable: Data validation each month

Due Dates: Continuously between 1/1/2026 and 12/31/2026

Subtask 1.3.3: Monthly Reports

UH will submit monthly reports of the data and monthly invoice by the tenth day of each month. The invoices will document UH's work on task 1. The electronic reports will include data completeness statistics, results of calibrations, operator logs, any deviations from the approved QAPP, data validation

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procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met, and issues addressed.

Deliverable: Monthly reports

Due Dates: The 10th of the month between 1/1/2026 and 12/31/2026

Subtask 1.3.4: Operational Contingencies

Unforeseen issues can be common in air monitoring that are not addressed in subtasks 1.4.1 through 1.4.3. Some possible issues that could occur without requiring additional funding include unscheduled site visits to perform minor instrument diagnostic investigations that can be accomplished in 30 minutes or less, repairs that do not incur additional material costs or replacement parts, including replacing consumables like inline filters, sample tubing, solenoid valves, broken glassware, or repairing and replacing any materials that are owned by CAPCOG.

If any tasks are required outside of those listed in subtasks 1.4.1-1.4.3, UH will contact CAPCOG to provide a detailed report of the issues discovered, a corrective action plan to address it, and submit a detailed work order to CAPCOG for approval if additional work or materials are needed. Some possible issues that could occur without requiring additional funding include monitor diagnostic investigation that can be accomplished in 30 minutes or less, routine cleaning of $PM_{2.5}$ monitor parts, replacement of filter tape, and minor repairs that do not incur additional material costs or replacement parts.

Deliverable: Work needed for Task 1 beyond work specifically identified in Subtasks 1.4.1 – 1.4.3

Due Dates: Continuously 1/1/2026 – 12/31/2026

Subtask 1.4: Year Two Operations [OPTIONAL]

UH will continue work and deliverables from subtask 1.4 from January 1, 2027, to December 31, 2027.

Deliverables: See subtasks 1.3.1 - 1.3.4

Due Dates: Continuously 1/1/2027 – 12/31/2027

Cost: $33.500.00

Subtask 1.5: Year Three Operations [OPTIONAL]

UH will continue work and deliverables from subtask 1.4 from January 1, 2028, to December 31, 2028.

Deliverables: See subtasks 1.3.1 - 1.3.4

Due Dates: Continuously 1/1/2028 – 12/31/2028

Cost: $35,000.00

Task 2: O_3 Monitoring [OPTIONAL TASK]

CAPCOG's O_3 monitoring will be paid for through a grant from TCEQ.

This task is broken down into the following sub-tasks:

- 2.1 Approved QAPP;
- 2.2 Site build out and set-up;
- 2.3 Year One Operations
  - 2.3.1 Routine Maintenance and Calibrations;
  - 2.3.2 Data Validation;

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2.3.3 Monthly Reports (within 10 days of the end of each month); and
2.3.4 Operational Contingencies.

2.4 Year Two Operations [OPTIONAL]
2.4.1 Routine Maintenance and Calibrations;
2.4.2 Data Validation;
2.4.3 Monthly Reports (within 10 days of the end of each month); and
2.4.4 Operational Contingencies.

2.5 Year Three Operations [OPTIONAL]
2.5.1 Routine Maintenance and Calibrations;
2.5.2 Data Validation;
2.5.3 Monthly Reports (within 10 days of the end of each month); and
2.5.4 Operational Contingencies.

The following table summarizes the costs for this task and each sub-task.

Table 3. Budget Summary for Task 1

Sub-Task	Unit Cost	Units	Qty	Total Cost
2.1 Approved QAPP	$1,000.00	QAPP	1	$1,000.00
2.2: Site build out and set-up	$26,500.00	Installations	1	$26,500.00
2.3: Year One Operations	$2,667.00	Months	12	$32,000.00
2.4: Year Two Operations	$2,792.00	Months	12	$33,500.00
2.5: Year Three Operations	$2,917.00	Months	12	$35,000.00
Total	**n/a**	**n/a**	**n/a**	**$128,000.00**

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Subtask 2.1: Approved QAPP

UH will assist CAPCOG in the development of a QAPP that details how the project will meet the requirements of a Category III QAPP for measurement projects. The QAPP will cover the following topics:

- Project description and objectives;
- Organization and responsibilities;
- Scientific approach;
- Sampling procedures;
- Measurement procedures;
- Quality metrics (QA/QC checks);
- Data analysis, interpretation, and management; and
- Reporting.

Deliverable: Approved QAPP

Due Dates: 12/1/2025

Cost: $1,000.00

Subtask 2.2: Site Build-out and Set-up

UH will build the monitoring equipment and work with CAPCOG and CapMetro to set it up on a CapMetro's bus so that it can collect and deliver pollution data.

Deliverable: Build and Set-up

Due Dates: 1/1/2026

Cost: $26,500.00

Subtask 2.3: Year One Operations

UH will complete the following subtasks.

Cost: $32,000.00

Subtask 2.3.1 Site Routine Maintenance and Calibrations

Maintenance and calibrations of the site will be conducted according to the approved QAPP. Routine maintenance and calibration will include:

- Checking the O_3 analyzer inlet sample lines for the presence of moisture, dust, or debris.
- Maintaining the analyzer enclosure.
- Replacing analyzer inlet filters and sample lines as needed.
- Replacing internal ozone scrubber as needed.
- Verifying the enclosure temperature and air conditioner operation.
- Checking the O_3 analyzers for any error codes that could indicate issues that may lead to data loss.
- Checking the O_3 analyzer flow rates.
- Inspecting the air monitoring enclosure for damage or potential hazards atop the bus.
- Inspecting the enclosure installation to verify the installation is properly secure.
- Verifying that data is being transmitted.
- Inspecting sensors and cables for signs of deterioration or damage.

Deliverable: Operator logs and calibration stats each month

Due Dates: Continuously between 1/1/2026 and 12/31/2026

Subtask 2.3.2: Data Validation

UH will perform data analysis and validation on the analyzer. Data validation procedures will be followed as described in the CAPCOG QAPP.

Data validation tasks will include daily data reviews of the site to verify that data is being reported, that there are no aberrant data being reported, that QC calibration checks are within acceptable limits, and that no data is missing.

Each month UH will review the previous month's data and data flags will be applied where applicable. Reviewing data against QC data, calibrations, and logbook entries will occur during the monthly validation reviews as well. Data completeness will be calculated for each site during this period.

Deliverable: Data validation each month

Due Dates: Continuously between 1/1/2026 and 12/31/2026

Subtask 2.3.3: Monthly Reports

UH will submit monthly reports of the data and monthly invoice by the tenth day of each month. The invoices will document UH's work on task 1. The electronic reports will include data completeness statistics, results of calibrations, operator logs, any deviations from the approved QAPP, data validation

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procedures employed, and any other information needed for CAPCOG to verify that the data quality objectives were met, and issues addressed.

Deliverable: Monthly reports

Due Dates: The 10th of the month between 1/1/2026 and 12/31/2026

Subtask 2.3.4: Operational Contingencies

Unforeseen issues can be common in air monitoring that are not addressed in subtasks 2.4.1 through 1.4.3. Some possible issues that could occur without requiring additional funding include unscheduled site visits to perform minor instrument diagnostic investigations that can be accomplished in 30 minutes or less, repairs that do not incur additional material costs or replacement parts, including replacing consumables like inline filters, sample tubing, solenoid valves, broken glassware, or repairing and replacing any materials that are owned by CAPCOG.

Deliverable: Work needed for Task 1 beyond work specifically identified in Subtasks 2.4.1 – 2.4.3

Due Dates: Continuously 1/1/2026 – 12/31/2026

Subtask 2.4: Year Two Operations [OPTIONAL]

UH will continue work and deliverables from subtask 2.4 from January 1, 2027, to December 31, 2027.

Deliverables: See subtasks 2.3.1 - 2.3.4

Due Dates: Continuously 1/1/2027 – 12/31/2027

Cost: $33,500.00

Subtask 2.5: Year Three Operations [OPTIONAL]

UH will continue work and deliverables from subtask 2.4 from January 1, 2028, to December 31, 2028.

Deliverables: See subtasks 2.3.1 - 2.3.4

Due Dates: Continuously 1/1/2028 – 12/31/2028

Cost: $35,000.00

Task 3: NO_x Monitoring [OPTIONAL TASK]

CAPCOG's NO_x monitoring will be paid for through a grant from TCEQ. Operations for this task are covered under Task 2.

This task is broken down into the following sub-tasks:

3.1. Approved QAPP;
3.2. Site build out and set-up;

Table 4. Budget Summary for Task 1

Sub-Task	Unit Cost	Units	Qty	Total Cost
3.1 Approved QAPP	$1,000.00	QAPP	1	$1,000.00
3.2: Site build out and set-up	$23,00.00	Installations	1	$23,00.00
Total	**n/a**	**n/a**	**n/a**	**$24,000.00**

Subtask 3.1: Approved QAPP

UH will assist CAPCOG in the development of a QAPP that details how the project will meet the requirements of a Category III QAPP for measurement projects. The QAPP will cover the following topics:

- Project description and objectives;
- Organization and responsibilities;
- Scientific approach;
- Sampling procedures;
- Measurement procedures;
- Quality metrics (QA/QC checks);
- Data analysis, interpretation, and management; and
- Reporting.

Deliverable: Approved QAPP

Due Dates: 12/1/2025

Cost: $1,000.00

Subtask 3.2: Site Build-out and Set-up

UH will build the monitoring equipment and work with CAPCOG and CapMetro to set it up on a CapMetro's bus so that it can collect and deliver pollution data.

Deliverable: Build and Set-up

Due Dates: 1/1/2026

Cost: $23,000.00

Task 4 Development and Maintenance of Air Quality Dashboard (OPTIONAL TASK)

This task will be paid for through a grant from City of Austin

UH will design, develop, deploy, and maintain a public-facing, interactive air quality dashboard. This dashboard will allow users to view air quality monitoring data for the tasks 1 – 4 and may include additional monitoring data from the Austin MSA. The dashboard will display real-time and historical air quality data on a map, enabling the public to easily visualize and understand air quality information, including Air Quality Index (AQI) levels.

The dashboard must be built on a scalable and secure platform. The final solution must include comprehensive documentation covering the system architecture, data flow, and maintenance procedures. UH will be responsible for deploying the dashboard to a cloud-based hosting service and ensuring a minimum uptime of 95%.

Deliverables: Design, Development, and Deployment of an Interactive Air Quality Dashboard

Documentation of Dashboard Maintenance

Due Dates: Determined by CAPCOG and UH

Cost: $23,000.00

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Attachment B: Project Representatives and Records Location

CAPCOG Project Representative

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

Anton Cox Telephone No.: (512) 916-6036

(Name)

Air Quality Program Manager E-mail: acox@capcog.org

(Title)

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

CONTRACTOR Project Representative

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

James Flynn Telephone No.: 281-794-6708
(Name)
Research Associate Professor Facsimile No.: None
(Title)
E-mail: jhflynn@uh.edu

University of Houston
3507 Cullen Blvd.
Science & Research 1, Room 312
Houston, TX, 77204

Submittal of Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

Designated Location for Records Access and Review

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

University of Houston
3507 Cullen Blvd.

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Science & Research 1, Room 312
Houston, TX, 77204

Attachment C: Certifications

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EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **8. Consider Approval of an Application for the State Energy Conservations Officer (SECO) Regional Energy Program Funding Opportunity**

GENERAL DESCRIPTION OF ITEM:
On August 25, 2025, the State Energy Conservation Office (SECO) issued a Request for Proposals (RFP) for Texas Council of Governments (COGs) asking for proposals to develop and deploy a regionally focused energy management program. This program would demonstrate the value and benefits of an increased regional focus on Energy Education, Quantification of Facility/Infrastructure consumption through Energy Reporting, and the development of a Regional Template that other regions could consider when identifying methods for increasing regional energy and water savings activities.

Approximately $750,000.00 in reimbursable funding is available under this RFP and up to three COGs will be awarded funding. A 10% match is required, and staff recommends using Air Quality Local Funding contributions to meet this requirement because energy and water conservation efforts meet an air quality emissions reduction strategy approved by CAPCOG's Clean Air Coalition.

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: N/A
Source of Funds: SECO

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: Consider approval of an Application for the State Energy Conservations Officer (SECO) Regional Energy Program Funding Opportunity.

BACK-UP DOCUMENTS ATTACHED:

1. Memo
2. SECO Regional Energy Program 1-pager

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

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM
October 15, 2025

TO: **CAPCOG Executive Committee**

FROM: **Anton Cox, Air Quality Program Manager**

RE: **Proposal for the State Energy Conservation Office Regional Energy Conservation Program RFP**

The Air Quality Program is seeking approval to proceed with a proposal in response to the State Energy Conservation Office's (SECO) issued Request for Proposals (RFP) for Texas Council of Governments (COGs) asking for proposals for development and deployment of regionally focused energy management programs.

Approximately $750,000.00 in reimbursable funding is available under this RFP and up to three COGs will be awarded funding. A 10% match is required, and staff recommends using Air Quality Local Funding contributions to meet this requirement because energy and water conservation efforts meet an air quality emissions reduction strategy approved by CAPCOG's Clean Air Coalition. The awarded COGs would receive funding for one year with the option to renew for two additional one-year periods.

The purpose of this program would be to provide local governments with assistance on a broad range of coordinating initiatives that promote energy and water conservation, including:

- identifying energy and water savings opportunities;
- assisting in setting up and maintaining effective energy efficiency programs;
- expanding the use of ENERGY STAR Building Portfolio Manager tool;
- providing assistance to local governments in utilizing SECO resources;
- enhancing Texas Health and Safety Code §388.005(c) energy program reporting;
- collecting, benchmarking and analyzing utility consumption and costs data;
- strengthening partnerships and addressing energy efficiency barriers in regions and across the state; and
- providing water and energy conservation training and workshops.

CAPCOG would subcontract with the non-profit, South-central Partnership for Energy Efficiency as a Resource (SPEER) to provide technical assistance for our local governments, while CAPCOG staff would lead the outreach efforts. SPEER is a long-time partner of the Air Quality Program's Clean Air Coalition, and we have previously worked together to promote many of the objectives detailed in SECO's RFP. CAPCOG's program would be called

Conserve Central Texas, in alignment with our Warn Central Texas, Air Central Texas, and other programs. Specific tasks included in the RFP include:

1. **Regional Survey** to identify specific regional Energy Management interests, needs, priorities, capacities, and potentials for use in development of program partners, activities, and scope.
2. **Development and Training** to make sure that staff working on the project have current energy and water conservation professional development.
3. **Conduct Outreach and Advance Key Initiatives** by hosting workshops or training events for local governments.
4. **Local Energy Reporting** promotion including training for organizations that should complete the report and providing assistance to those organizations.
5. P**rogram Expansion and Partnership Opportunities** to seek regional opportunities to collaborate and find and apply for funding.

Specific funding awards are to be determined by SECO, however, CAPCOG estimates that it will cost roughly $200,000 to complete this work over a one-year period.

Regional Energy Management Program

State Energy Conservation Office (SECO) Funding Opportunity

About this Funding

SECO, part of the Texas Comptroller of Public Accounts, is requesting proposals from qualified Texas Councils of Governments (COG) to develop and deploy a regionally focused energy management program. The Program will demonstrate the value and benefits of increased regional focus on Energy Education.

Up to $750,000 is available to split between three (3) COGs to spend by Aug. 31, 2026, with the possibility of adding two additional years.

Proposals are due September 26, 2025.

Program Objectives

1. Identifying energy and water savings opportunities;
2. Assisting in setting up and maintaining effective energy efficiency programs;
3. Expanding the use of ENERGY STAR Building Portfolio Manager tool;
4. Helping local governments in utilizing SECO resources;
5. Enhancing energy program reporting;
6. Collecting, benchmarking and analyzing utility consumption and costs data;
7. Strengthening partnerships and address energy efficiency barriers in regions and across the state; and providing water and energy conservation training and workshops.

CAPCOG's Proposal

CAPCOG is preparing a proposal in partnership with the South-central Partnership for Energy Efficiency as a Resource (SPEER) to carry out the program's objectives. If awarded funding, CAPCOG would work with our members across the 10-county CAPCOG region to provide energy efficiency and water conservation resources that help the *Conserve Central Texas*.

Conserve Central Texas is the proposed program name which CAPCOG would build programming to support these efforts. The *Conserve Central Texas* program would also support the efforts of CAPCOG's exiting Air Quality Program and the *Air Central Texas* outreach program.

This funding opportunity, if awarded, would provide CAPCOG with direct funds to support your organization's energy and water conservation efforts.

If you have any questions or concerns reach out to Anton Cox (acox@capcog.org, email OR 512-230-4525, call or text) Air Quality Program Manager.

EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **9. Consider Approving Appointments to Advisory Committees**

GENERAL DESCRIPTION OF ITEM:
This is the monthly item for filling positions on CAPCOG's 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: **Andrew Hoekzema, Director of Administrative Services**

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 recommended advisory committee appointments

BACK-UP DOCUMENTS ATTACHED:
Advisory Committee Vacancy Memo

BACK-UP DOCUMENTS NOT ATTACHED:

1. Advisory Committee Rosters and Attendance Records
2. Nomination Forms for Recommended Appointments

6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744
Ph: 512-916-6000 Fax: 512-916-6001
www.capcog.org

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM
October 2, 2025

TO: **Executive Committee**

FROM: **Andrew Hoekzema, CAPCOG Director of Administrative Services**

RE: **Advisory Committee Vacancies and Recommended Appointments**

CAPCOG's advisory committees have the following vacancies:

- **Aging Advisory Council (AAC)*:**
  - Burnet County (1 vacancy since November 2021);
- **Criminal Justice Advisory Committee (CJAC):**
  - City of Austin (1 vacancy out of 3 seats since March 2023);
- **Economic Development Advisory Committee (EDAC):**
  - 4 vacancies, all at-large;
- **Solid Waste Advisory Committee (SWAC):**
  - Travis County (1 vacancy out of 2 seats since June 30, 2025); and
  - Williamson County (1 vacancy out of 2 seats since July 17, 2025).

We have not received any nominations for these vacancies as of the date of this memo. Nominations for filling vacancies and changes to appointments may also be made at the meeting itself. If you have someone you would like to nominate for a position, please request a nomination form and submit it to Shaun Seale at sseale@capcog.org.

Note that that there are special requirements for the composition of some committees that need to be met that may constrain who is able to be appointed. Please contact the relevant staff contact for the committee if you have questions about a potential nominee's eligibility.

*Please note that we are able to count AAC meeting participation as an in-kind match for administration of our Area Agency on Aging, reducing the amount of local cash match required from CAPCOG's budget.

EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **10. Consider Adopting Changes to CAPCOG By-Laws**

GENERAL DESCRIPTION OF ITEM:
Presentation of the changes to the CAPCOG By-Laws. Board members will have an opportunity to provide feedback to the changes of the CAPCOG By-Laws at the October 15, 2025 Executive Committee Board Meeting.

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: **Council Member Doug Weiss, Chair of By-Laws Committee**

BUDGETARY IMPACT:

Total estimated cost: 0
Source of Funds: 0

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: Provide By-Law committee feedback on draft changes to CAPCOG By-Laws.

BACK-UP DOCUMENTS ATTACHED:

1. Revised CAPCOG Bylaws -Committee Recommendation

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

BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

MEMORANDUM
October 15, 2025

TO: **CAPCOG Executive Committee**

FROM: **Council Member Doug Weiss**

RE: **Revised Bylaws**

The committee has provided three versions of the revised bylaws based on feedback from the executive committee:

Committee Recommendation: the version presented at the last meeting, with one correction to remove an extra reference to individual members.

Option A: includes revised language for removing a representative from the executive committee

- Clarifies that removal only applies to voting members, not to state legislators who cannot vote and do not count towards quorum
- Clarifies that only one absence is counted per calendar day, removing double-counting of CAECD meetings, but leaving in attendance requirements for both
- Changes the absence threshold from four meetings to “three consecutive” or “four total in a calendar year.
- Clarifies that only absences from “regularly scheduled” meetings count, to recognize that rescheduled meetings may create an undue hardship
- Allows the executive committee to excuse absences by a majority vote
- Requires a two-thirds majority for removal

Option B: retains the original removal and absence terms from the current bylaws.

Bylaws of the CAPITAL AREA COUNCIL OF GOVERNMENTS

ARTICLE I - CREATION AND PURPOSE

Section 1.1 - Preamble

(a) We, the representatives of local governments in State Planning Region 12, join together in a voluntary organization, to be known as the Capital Area Council of Governments, for the purpose of meeting at regular intervals to discuss and study community challenges of mutual interest and concern, and to develop plans, policies, and recommendations for action for approval and implementation by member local governments and other levels of government within the Region.

(b) We recognize that our individual and common destinies rest with the interdependent actions of the local governments located within the Region.

(c) The Capital Area Council of Governments is a voluntary organization of local governments through which its members seek, by mutual agreement and closer cooperation, solutions to mutual problems for their mutual benefit.

(d) The Council's goal is to combine the total resources of its members for regional planning beyond the capabilities of the individual members.

Section 1.2 – Creation

The Capital Area Council of Governments was created June 26, 1970, pursuant to the Regional Planning Act of 1965, as amended, Chapter 391 of the Texas Local Government Code. The Council's geographic boundaries are coextensive with State Planning Region 12, which comprises the counties of Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson. The name of the council was changed from Capital Area Planning Council to Capital Area Council of Governments effective August 11, 2004.

Section 1.3 – Purpose

(a) The general purpose of the Council 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.

(b) The specific purposes of the Council are:

(1) to make studies and plans to guide the unified, far-reaching development of the Region and assist participating local governments in preparing and implementing plans that are consistent with the Council's general purpose;

(2) to coordinate development in the Region and thereby eliminate duplication and promote economy and efficiency;

(3) to serve as a forum to identify, focus on, discuss, and study regional challenges and opportunities;

(4) to serve as a vehicle for the collection and exchange of information about the Region and to provide for effective communication and coordination among member governments, other levels of government, and the private sector;

(5) to encourage, develop, and review policies, plans, and priorities for Regional growth and development;

(6) to furnish general and technical aid to member governments;

(7) to facilitate agreement and cooperative action among member governments to carry out specific projects;

(8) to maintain liaison with member governments, other levels of government, and the private sector, and to serve as a Regional spokesman for local governmental interests;

(9) to review, coordinate, and expedite federal, state, and local governmental programs that have Regional implications; and

(10) to develop and carry out plans and programs as directed by the Council.

ARTICLE II – MEMBERSHIP IN THE COUNCIL

Section 2.1 – Qualification for Membership

To be eligible for membership in the Capital Area Council of Governments, a local government or other organization ~~or individual~~ described in Section 2.2, must be located, in whole or part, in State Planning Region 12.

Section 2.2 – Categories of Membership

The categories of membership and organizations eligible for membership in the Council are:

(1) **Full Members**: counties and municipalities.

(2) **Associate Members**: independent and common school districts and water, drainage, conservation, and sewer, hospital, and other special-purpose governmental districts; other local, state, and federal governmental units or agencies, publicly and privately owned public utilities; and nonprofit organizations specifically concerned with health, welfare, economic, or civic development, if these organizations' membership is approved by the Executive Committee.

~~(3) **Sustaining Members**: an individual or organization with a positive interest in the welfare of State Planning Region 12.~~

Section 2.3 – Joinder and Withdrawal

(a) An organization ~~or individual~~ eligible for membership in the Council may apply for membership by submitting to the Executive Committee a written resolution of its governing body~~, or, in the case of an individual, a written request for membership,~~ together with the amount of dues calculated under Section 8.1. If the applicant is eligible for membership and the correct amount of dues accompanied the resolution or request, the Executive Committee ~~shall~~ may admit, by resolution approved by a two-thirds vote of all members of the Executive Committee, the applicant as a member in the appropriate category ~~and memorialize the admission by written resolution~~. The applicant becomes a member of the Council on the date the resolution is adopted.

(b) A member of the Council may withdraw its membership at any time by submitting to the Executive Committee a written ~~resolution or, in the case of an individual, a written request~~ of withdrawal. The Executive Committee shall memorialize the withdrawal by written resolution, and the withdrawal becomes effective when the resolution is adopted.

~~(b)~~(c) Upon the receipt of a petition from two members, the Executive Committee will hold a public hearing for the removal of an Associate Member. A two-thirds vote of all members of the Executive Committee is required to remove the Associate Member. The Associate Member will have the opportunity to speak during the public hearing.

ARTICLE III – REPRESENTATION IN THE GENERAL ASSEMBLY

Section 3.1 – General Assembly

The representatives of members of the Capital Area Council of Governments are collectively the General Assembly of the Council.

Section 3.2 – Elected Officials

At least two-thirds of the voting representatives in the General Assembly must be elected officials of the governing body of full members of the Council.

Section 3.3 – Full Member Representatives

(a) Each full member of the Council is entitled to representation in accordance with the following schedule based on the member's population determined under Section 9.4:

Counties	*Municipalities*	*Number of Representatives*
Under 20,000	Under 10,000	1
20,000 – 100,000	10,000 – 50,000	2
100,000+	50,000 – 100,000	3
	100,000+	4

(b) The governing body of the full member shall select its representatives to the General Assembly with a majority vote of the member's governing body.

(c) Each representative of a full member has one vote in the General Assembly and on all committees on which the representative serves.

(d) Full Members are eligible to appoint their full number of representatives immediately upon the population, as determined by policy, crossing the threshold listed in 3.3(a). If a Full Member's population drops such that they are allocated fewer Representatives, they shall have one year to reduce their representation.

~~(c)~~(e) A Full Member may select a citizen representative if an elected official is not available to represent the member to the extent that the General Assembly representation complies with the requirements of Section 3.2.

Section 3.4 – Associate Member Representatives

(a) Each associate member of the Council is entitled to one representative.

(b) The governing body of the associate member shall select its representative to the General Assembly with a majority vote of the member's governing body.

(c) An associate member representative has one vote in the General Assembly and on all committees on which the representative serves.

~~Section 3.5 – Citizen Representatives~~

~~(a) A full member may select a citizen representative if an elected official is not available to represent the member.~~

~~(b) Each citizen representative has one vote in the General Assembly and on all committees on which the representative serves~~

~~Section 3.6 – Sustaining Member Representatives~~

~~(a) Each sustaining member is entitled to and shall select one representative.~~

~~(b) A sustaining member representative is not entitled to vote in the General Assembly. A sustaining member representative has one vote on other committees on which the representative serves.~~

Section 3.~~7~~ 5 – Terms of Representatives

(a) A representative serves from the time they are appointed by the member organization until the time they are replaced by the member organization. ~~An elected official who is a representative serves for the duration of his or her elected office. All non-elected representatives serve for two-year terms.~~

~~(b) A representative's term begins on January 1 of the year following the year in which the representative is selected. A representative's term expires on December 31 of the year in which the representative's term ends as prescribed in subsection (a).~~

~~(c) A representative whose term expires continues to serve as a representative until his or her successor is selected and qualifies.~~

~~(d) A representative who has been elected to serve on the Executive Committee may continue to serve as a representative, and thereby remain on the Executive Committee, if he or she was an elected official at the time of election to the Executive Committee.~~

Section 3.~~8~~ 6 – Resignation and Removal

(a) A representative may resign at any time by giving written notice to the ~~chairperson or secretary~~Executive Director of the Council. A representative's resignation is effective when the notice is given, unless the notice specifies a later effective date. The executive director will immediately notify the officers of the Council and the member organization.

(b) The authority that selected a representative may remove the representative, with or without cause, at any time by giving written notice of removal to the chairperson or secretary of the Council. Removal is effective when the notice is received.

Section 3.~~9~~ 7 – Vacancy

(a) A vacancy on the General Assembly occurs:

(1) when a representative dies;

(2) when a representative resigns; or

(3) when a representative is removed.~~; or~~

~~(4) when a representative becomes disqualified to serve.~~

(b) The authority that selected the representative whose position is vacant shall fill the vacancy ~~for the remainder of the unexpired term~~.

ARTICLE IV – THE GENERAL ASSEMBLY

Section 4.1 – General Responsibilities

The General Assembly has the following general responsibilities:

(a) to establish the overall policies and specific objectives of the Council;

(b) to create, appoint members to, fill vacancies in, and specify the duties of permanent committees of the General Assembly, not otherwise described in these bylaws, to assist in carrying out its responsibilities;

(c) to review, on its own motion or at the request of the Executive Committee or any permanent committee of the General Assembly, any action of the Executive Committee or permanent committee.

Section 4.~~1~~ 2 – Meetings

(a) The representatives of members shall meet regularly as a General Assembly ~~during the summer or fall and in December of~~at least once each year and hold~~. The December meeting is~~ the Annual Meeting of the General Assembly.

(b) The General Assembly shall meet upon call of the chairperson of the Council or upon the written request of at least ~~20%~~one-third of the representatives of the full members.

Section 4.~~2~~ 3 – Notice

Notice of both regular and special meetings of the General Assembly must comply with the Open Meetings Act.

Section 4.~~3~~ 4 – Quorum and Action

(a) A quorum of the General Assembly consists of ~~one-third of the total number of representatives of full members, excluding vacancies. However, if there is fewer than one-third of the total number of representatives of full members (excluding vacancies) present, there is no quorum unless at least thirteen members~~a quorum of the Executive Committee~~ are present~~ as defined in section 5.5.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the representatives entitled to vote and present is the act of the General Assembly.

Section 4.~~4~~ 5 – Nominating Committee

(a) ~~At its summer or fall meeting each year the General Assembly~~Prior to July 1st of each year, the Executive Committee 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~~,~~ or an associate member~~, or a citizen representative~~. ~~Two~~ At least 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.

~~(b)~~(c) Each appointee serving on the Nominating Committee shall serve for no more than four consecutive years.

~~(c)~~(d) 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. The Nominating Committee shall also consider the active participation of current Executive Committee members seeking reappointment. The Nominating Committee may also consider the timely payment of dues by the member. 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.

(e) The Nominating Committee shall solicit interest for service on the Executive Committee from all eligible General Assembly members. To be eligible for ~~service~~appointment, General Assembly ~~members~~ representatives 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.

~~(d)~~(f) 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)~~(g) 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. The nominating committee shall, along with other factors as deemed appropriate, consider continuity of leadership when selecting the nominations for officers.

~~(f)~~(h) 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)~~(i) 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 eligible State Legislator for an ex-officio, non-voting position on the Executive Committee when it submits nominations to the Executive Director during October of each year.

~~Section 4.5 – General Responsibilities~~

~~The General Assembly has the following general responsibilities:~~

~~(a) to establish the overall policies and specific objectives of the Council;~~

~~(b) to adopt an annual budget for the Council;~~

~~(c) to create, appoint members to, fill vacancies in, and specify the duties of permanent committees of the General Assembly, not otherwise described in these bylaws, to assist in carrying out its responsibilities;~~

~~(d) to review, on its own motion or at the request of the Executive Committee or any permanent committee of the General Assembly, any action of the Executive Committee or permanent committee.~~

ARTICLE V – THE EXECUTIVE COMMITTEE

Section 5.1 – Governing Body

The Executive Committee is the governing body of the Council between meetings of the General Assembly. Members of the Executive Committee shall also serve on the Board of Managers of the Capital Area Emergency Communications District (CAECD)~~-~~as an additional duty. To the extent authorized by law, the Executive Committee will also serve as the governing body of any additional non-profit organization established by the Council.

Section 5.2 – Composition

(a) The composition of the Executive Committee is as follows:

(1) two representatives from Travis County;

(2) one representative from each of the other nine counties in State Planning Region 12;

(3) one representative from the City of Austin;

(4) ~~one~~ five representatives from ~~a~~ cit~~y~~ies with a population in excess of ~~one hundred~~fifty thousand (~~100~~50,000);

~~(5) four representatives from cities with populations between 25,000 and 100,000;~~

~~(6)~~(5) five representatives from cities with populations under ~~25~~50,000; and

~~(7)~~(6) three at-large members.

~~(8)~~(7) at least one State of Texas Legislator in accordance with Local Government Code, Section 391.006(c).

(b) At each Annual Meeting, the General Assembly shall elect members from the categories described in Subsections (a) (1) through (~~7~~6) of this section 5.2, from the candidates nominated by the Nominating Committee or announced in accordance with the requirements for consideration as described in section 4.4(f).~~.~~

(c) In selecting the medium-sized city, small city and at-large representatives, the General Assembly shall consider population and geography to ensure diversity among the members of the Executive Committee.

(d) All of the Executive Committee members, except for the ex-officio State Legislator, must be elected officials of the governing bodies of the full members of the Council or representatives who have been elected and will take office during the term of their service on the executive committee.

(e) An elected official of the governing body of a full member of the Council may complete his or her term on the Executive Committee ~~if he or she was an elected official at the time of election to the Executive Committee and he or she continues as a representative on the General Assembly~~unless or until removed from the General Assembly by the Member.

(f) A State Legislator selected for the Executive Committee shall serve as an ex-officio member, will not be eligible to vote, to serve as an officer of the Council, or to serve on subcommittees, and will not count toward a quorum.

Section 5.3 – Meetings

(a) The Executive Committee shall meet regularly each month at a time and place specified by resolution.

(b) The Executive Committee shall meet specially on call of the chairperson of the Council or upon the written request of at least one-third of the members of the Executive Committee.

~~(b)~~(c) Regular meetings may be cancelled by the Chairperson, provided that the Executive Director confirms that no pressing business is required to be acted upon and the Chairperson provides at least two weeks notice of the cancellation.

Section 5.4 – Notice

Notice of regular and special meetings of the Executive Committee must comply with the Open Meetings Act.

Section 5.5 – Quorum and Action

(a) A quorum of the Executive Committee consists of a majority of the ~~total number of members~~non-vacant positions.~~, excluding vacancies, but a quorum may not consist of fewer than thirteen members~~.

(b) If a quorum is present when a vote is taken, the affirmative vote of a majority of the members present is the act of the Executive Committee.

Section 5.6 – Term

Executive Committee members serve one-year terms, beginning on ~~the date~~January 1 ~~they are elected~~following their election to the Executive Committee and expiring on December 31. An Executive Committee member may complete his or her term ~~if~~ unless or until ~~his or her successor is elected and the member continues to meet the requirements as set out in Section 5.2~~removed from the General Assembly by the Member.

Section 5.7 – Vacancy

(a) A vacancy on the Executive Committee occurs:

(1) when a member dies;

(2) when a member resigns; or

~~(3) when a member is removed;~~

~~(4)~~(3) when a member becomes disqualified to serve.~~; or~~

~~(5) when a member incurs four absences as described in subsection (b).~~

~~(b) If an Executive Committee member misses three Executive Committee meetings in a calendar year, the Executive Director shall notify the Executive Committee member in writing of the absences and that a fourth absence will vacate the member's position on the Executive Committee. If the Executive Committee member misses a fourth Executive Committee meeting, having received the Executive Director's notice, the Executive Committee shall declare the absent member's position on the Executive Committee vacant unless the member persuades the Executive Committee, at its next meeting, that there was good cause for the absence.~~

~~(c) Executive Committee members shall also serve on the Board of Managers of the CAECD; a missed meeting of the CAECD shall be counted toward the absences described in (b).~~

~~(d)~~(b) If a vacancy occurs on the Executive Committee, the Nominating Committee may nominate at the request of the Executive Committee, and the Executive Committee shall elect a replacement to serve for the remainder of the unexpired ~~term if the vacancy occurs and the nomination process is completed no later than June 15 of that year~~.

Section 5.8 – Powers and Responsibilities

(a) The Executive Committee has the following general powers:

~~(1) to sue and be sued in the name of the Council;~~

~~(2)~~(1) to contract;

~~(3)~~(2) to acquire, own, lease, transfer, or otherwise dispose of real and personal property, tangible or intangible, or any interest in it;

~~(4)~~(3) to invest the Council's assets in real or personal property, tangible or intangible, or any interest in it;

~~(5)~~(4) to sell, assign, mortgage, or pledge all or any part of the Council's real or personal property, or any interest in it;

~~(6)~~(5) to borrow or lend money or other property;

(6) to apply for, receive, and use contributions and grants~~.~~;

(7) to sue in the name of the Council; and

~~(7)~~(8) to create and oversee advisory committees as necessary to comply with grant programs and provide guidance on regional issues.

(b) The Executive Committee has the following general responsibilities:

(1) to have prepared, review, and ~~submit~~ adopt an annual budget ~~for the Council to the General Assembly~~;

(2) to designate one or more depositories for the Council's funds and specify the individuals authorized to sign and countersign checks and other instruments for withdrawal of the funds;

(3) to receive, review, and, if necessary, act upon reports and recommendations of its subcommittees and of committees of the Council, and to notify the General Assembly of any action taken;

(4) to make recommendations, formulate policy, and take action on matters referred to it by the General Assembly that best carry out the purposes of the Council~~.~~;

~~(4)~~(5) To be sued in the name of the Council.

Section 5.9 – Creation of Subcommittees

(a) The Executive Committee by resolution may create one or more subcommittees and appoint members of the Executive Committee to serve on them. Each subcommittee may have three or more members who serve at the pleasure of the Executive Committee.

(b) To the extent specified in the creating resolution, a subcommittee may exercise the Executive Committee's powers and carry out its responsibilities described in Section 5.8.

(c) The Executive Committee in the creating resolution shall appoint officers of the subcommittee from among its members and shall describe the meeting, quorum, and voting requirements for the subcommittee.

ARTICLE VI – OFFICERS OF THE COUNCIL

Section 6.1 – Election

(a) The Executive Committee shall elect from among its members, with the advice from the Nominating Committee per section 4.4(g), a chairperson, first and second vice-chairperson, a secretary, and a parliamentarian of the Council. The parliamentarian position may be jointly held by another officer other than the chairperson.

(b) The Executive Committee shall elect the officers at the regular January meeting, or as soon thereafter as practicable.

~~(b)~~(c) The Immediate Past Chairperson shall serve as an officer.

Section 6.2 – Term

(a) Officers of the Council serve one-year terms, beginning on ~~the date they are elected~~January 1 following their election and expiring on December 31. An officer whose term expires continues to serve until his or her successor is elected.

(b) The Executive Committee may remove an officer for cause upon two-thirds vote of the total number of members of the Committee, vacancies excluded. ~~Removal~~ The reasons for removal of the officer must be described in the agenda for the meeting at which removal will be considered.

(c) An officer may not serve more than two consecutive full terms in the same office.

Section 6.3 – Vacancy

In case of vacancy in an office, as determined under Section 5.7, the Nominating Committee may upon the request of the ~~Executive Committee~~chairperson, nominate a replacement and the Executive Committee shall elect a replacement from among its members at a regular or special meeting. The replacement serves for the remainder of the unexpired term.

ARTICLE VII – EXECUTIVE DIRECTOR AND STAFF

Section 7.1 – Executive Director

(a) The Executive Committee shall employ an Executive Director, who is qualified by training and experience, to faithfully carry out the duties delegated to him or her by the General Assembly and the Executive Committee. The Executive Director serves at the pleasure of the Executive Committee.

(b) The Executive Director is the chief administrative officer of the Council and, subject to its policies and directives, acts for and in the name of the Council. Only the Executive Director~~, chairperson, or first vice-chairperson~~ or their designee is authorized to contract on behalf of the Council in accordance with the Procurement Policy.

(c) Among other duties, the Executive Director shall:

(1) appoint and remove all employees of the Council; and

(2) prepare the Council's annual budget and submit it to the Executive Committee for review, recommendation, and submission to the General Assembly.

ARTICLE VIII – FINANCES

Section 8.1 – Annual Dues

(a) Each member of the Council shall pay annual dues according to the following schedule:

(1) Counties: 5 cents per capita based on the most recent population estimates determined under Section 9.4, minimum of $50.00.

(2) Municipalities: 10 cents per capita based on the most recent population estimates determined under Section 9.4, minimum of $50.00.

(3) School districts: 5 cents per capita for enrollment up to 2,500; plus 2 cents per capita for enrollment between 2,500 and 10,000; plus 1 cent per capita for enrollment in excess of 10,000. The minimum dues for a school district are $50.00, and the maximum dues are $500.00.

(4) Special-purpose governmental districts (including but not limited to Municipal Utility Districts Water Control Improvement Districts), except public utilities: $125.00.

(5) Public Utilities: $500.00.

(6) Other agencies and organizations: $200.00.

~~(7) Sustaining members: $100.00 minimum.~~

(b) The ~~General Assembly upon recommendation of the~~ Executive Committee may amend the schedule of dues set out in subsection (a) in conjunction with reviewing and adopting the annual budget. The amendment may be made effective only for the budget year or permanently.

(c) ~~General Assembly members representing a city or county that has not paid annual dues by December 1st may not be elected to the Executive Committee.~~Annual Dues are expected to be paid by December 1st of each year.

Section 8.2 – Special Assessment

In case of emergency, the General Assembly, upon ~~recommendation~~ a resolution of the Executive Committee passed by a two-thirds vote, may adopt a schedule of special assessments for all members or for specified categories of members.

Section 8.3 – Nonpayment of Dues or Special Assessment

(a) If a member does not pay its dues, or an installment of its dues authorized by Section 8.1, within three months after the dues or installment becomes due and payable, the Executive Committee by resolution may suspend the member from the Council until the member pays its dues or installment in full. If the member does not pay its dues or the installment within six months after the dues or installment becomes due and payable, the Executive Committee by resolution may expel the member from the Council. The member shall not be eligible for readmittance to the Council until they come current on any past-due balance.

(b) If a member does not pay its special assessment within thirty days after the assessment becomes due and payable, the Executive Committee by resolution ~~shall~~ may suspend the member from the Council until the member pays its special assessment in full. If the member does not pay its special assessment within sixty days after the assessment becomes due and payable, the Executive Committee by resolution ~~shall~~ may expel the member from the Council.

Section 8.4 – Annual Report and Audit

(a) The Council shall prepare an annual report of its activities and furnish a copy of the report to the governing body of each member of the Council.

(b) The Council shall obtain an annual audit, prepared by an independent certified public accountant in compliance with applicable federal and state law, of its performance, receipts, and expenditures. The Council shall include a summary of the audit results in its annual report required by subsection (a).

ARTICLE IX – MISCELLANEOUS

Section 9.1 – Principal Office

The Executive Committee shall determine the location of the Council's principal office by resolution.

Section 9.2 – Fiscal Year

The Executive Committee shall determine the Council's fiscal year by resolution.

Section 9.3 – Books and Records

(a) The Council shall keep at its principal office correct and complete minutes of the meetings of the General Assembly and its committees and of the Executive Committee and its subcommittees; accurate and complete financial records; and other appropriate records documenting the operations of the Council.

(b) The Council's records are subject to the Texas Public Information Act.

Section 9.4 – Determination of Population

(a) Except as provided in subsection (b), the US Census Bureau annual mid-year estimates of population determine the representation and dues of full members and the actual population in the year the decennial results are released.

(b) A full member may request the Executive Committee at its November meeting to use its own population estimate to determine its representation on the Council and the amount of its dues. The member must

document its request with evidence of utility connections or other reliable evidence of population. If the Executive Committee agrees to use the member's population estimate, the estimate will determine the member's representation at the Annual Meetings and the amount of the member's dues until publication of the next Census Bureau data.

Section 9.5 – Amendment of Bylaws

(a) If a quorum of full-member representatives is present, the General Assembly may amend these bylaws by majority vote of all the representatives entitled to vote in the General Assembly.

(b) The written text of a proposed amendment must be furnished to each representative entitled to vote at least ~~thirty calendar days~~two weeks before the day of the meeting at which the amendment will be considered.

(c) An amendment is effective when adopted by the General Assembly unless the amendment specifies otherwise.

Bylaws History

- Adopted 6/70
- Revised 10/74
- Revised 9/79
- Revised 4/81
- Revised 9/98
- Revised 1/04
- Revised 8/04
- Revised 11/08
- Revised 4/09
- Revised 8/10
- Revised 12/10
- Revised 9/11
- Revised 12/11
- Revised 12/12
- Revised 9/13
- Revised 12/14
- Revised 9/15
- Revised 9/18
- Revised 9/21
- Revised 9/22
- Revised 12/25

EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **11. Consider Adoption of the 2025 CAPCOG Threat and Hazard Identification and Risk Assessment (THIRA) and the 2025 CAPCOG Stakeholder Preparedness Review (SPR)**

GENERAL DESCRIPTION OF ITEM:

Every year, the Homeland Security staff, Regional Planning Subcommittee, and regional stakeholders review and revise the CAPCOG *Threat and Hazard Identification and Risk Assessment* (THIRA) and the *Stakeholder Preparedness Review* (SPR). The CAPCOG THIRA is a three-step risk assessment process used to identify specific risks and hazards present in CAPCOG communities, how they may impact our communities, and what targeted capabilities our communities need to address these impacts. The CAPCOG SPR is a jurisdiction's self-assessment of their current capability levels against the targets identified in the THIRA. It also identifies how the capabilities have changed over the past year; specifically, those capabilities that were lost, sustained, and/or built.

The outputs from the 2025 CAPCOG THIRA process are used in examining capability gaps for the 2025 CAPCOG SPR. These identified gaps, along with the FEMA designated investment areas, are used in the creation of applications for the State Homeland Security Grant Program (SHSP), Urban Area Security Initiative (UASI) program, and other relevant project planning discussions. Prior to submission for Executive Committee Review, the 2025 CAPCOG THIRA and SPR were vetted and approved by the Homeland Security Task Force during their October 2, 2025, meeting.

This year's THIRA and SPR planning efforts continued as a combination of virtual and small group in person meetings that were conducted around the region.

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: **Lance Byers, Senior Homeland Security Planner**

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:

Consider adoption of the *2025 CAPCOG Threat and Hazard Identification and Risk Assessment* (THIRA) and the *2025 CAPCOG Stakeholder Preparedness Review (SPR).*

BACK-UP DOCUMEN5S ATTACHED:

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

1. *CAPCOG 2025 THIRA and SPR Summary of Changes*
2. *2025 CAPCOG Threat and Hazard Identification and Risk Analysis* (THIRA).
3. *2025 CAPCOG Stakeholder Preparedness Review* (SPR).

EXECUTIVE COMMITTEE MEETING

MEETING DATE: **October 15, 2025**

AGENDA ITEM: **12. Consider Adoption of the *2026 CAPCOG Homeland Security Strategic Plan Implementation Plan* (HSSP-IP)**

GENERAL DESCRIPTION OF ITEM:

Each year the Homeland Security staff, Regional Planning Subcommittee, and regional partners stakeholders review and revise the *CAPCOG Homeland Security Strategic Plan - Implementation Plan* (HSSP-IP). The CAPCOG HSSP-IP is the regional framework for establishing homeland security priorities and focused efforts to develop, sustain, and employ homeland security regional capabilities.

This year's planning efforts included virtual and small group meetings. Our Implementation Plan includes planning, organizational, equipment, training, and exercise (POETE) needs identified during these meetings and relevant After-Action Reports and recommendations from HSTF committees.

Prior to submission for Executive Committee review, the 2026 CAPCOG HSSP-IP will have been vetted and approved by the Homeland Security Task Force during their October 2, 2025, meeting.

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: **Lance Byers, Senior Homeland Security Planner**

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:
Consider adoption of the *2026 CAPCOG Homeland Security Strategic Plan - Implementation Plan* (HSSP-IP).

BACK-UP DOCUMENTS ATTACHED:

1. *2026 CAPCOG Homeland Security Strategic Plan - Implementation Plan* (HSSP-IP) Summary of Changes

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

1. *2026 CAPCOG Homeland Security Strategic Plan - Implementation Plan* (HSSP-IP).

2026 CAPCOG Homeland Security Strategic Plan -Implementation Plan
Summary of Changes

CAPCOG Homeland Security Strategic Plan- Implementation Plan (HSSP-IP)

Document Purpose:
This document establishes the Capital Area Council of Governments' Implementation Plan in support of the *Texas Homeland Security Strategic Plan (HSSP) 2021-2025*. It establishes priority actions with specific performance measures to be completed by milestones established in the plan. This plan is a roadmap for homeland security preparedness and identifies the resources required to implement the plan. Provisions of this document apply to all aspects of the region's homeland security activities, and all jurisdictions within the region share responsibility for implementing this plan.

The homeland security capability priorities for the region tie into the core capability priorities identified in the *2025 CAPCOG Stakeholders Preparedness Report* (SPR), the preparedness priorities in the 2026 *CAPCOG Integrated Preparedness Plan* (IPP), and the overarching goals and objectives identified by the State in the *Texas Homeland Security Strategic Plan*. The priorities established for development or sustainment in the next year include the SHSP National Priority Area Investments.

Document Summary:
The CAPCOG 2026 Homeland Security Strategic Plan - Implementation Plan (HSSP-IP) lists objectives derived from the *Texas Homeland Security Strategic Plan (HSSP) 2021-2025*. These objectives tie into vulnerabilities specific to the region, with actions taken during the current year and actions planned for the next year to address those vulnerabilities.

Changes made to the HSSP-IP for the 2026 calendar year reflected the following:

- Personnel changes to organizations and committees
- Training and exercises that met objectives in 2025
- Planned actions for 2026 to address objectives as listed in the Texas HSSP
- Additional references
- Minor formatting changes