



## Executive Committee | Agenda

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10 a.m., Wednesday, July 12, 2023

CAPCOG Lantana Room

6800 Burleson Road, Bld. 310, Ste. 155

Austin, Texas 78744

Judge James Oakley, Burnet County, **Chair**  
Mayor Lew White, City of Lockhart, **1st Vice Chair**  
Commissioner Debbie Ingalsbe, Hays County,  
**2nd Vice Chair**  
Mayor Pro Tem Matthew Baker, City of Round  
Rock, **Secretary**  
Mayor Jane Hughson, City of San Marcos,  
**Parliamentarian**  
Mayor Brandt Rydell, City of Taylor, **Immediate  
Past Chair**  
Council Member Mackenzie Kelly, City of Austin  
Commissioner Clara Beckett, Bastrop County  
Ms. Connie Schroeder, City of Bastrop  
Council Member Kevin Hight, City of Bee Cave  
Judge Brett Bray, Blanco County  
Commissioner Joe Don Dockery, Burnet County

Judge Hoppy Haden, Caldwell County  
Judge Dan Mueller, Fayette County  
Council Member Ron Garland, City of Georgetown  
Mayor Pro Tem Esmeralda Mattke Longoria, City of Leander  
Commissioner Steven Knobloch, Lee County  
Judge Ron Cunningham, Llano County  
Mayor Pro Tem Doug Weiss, City of Pflugerville  
Council Member Janice Bruno, 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 Stan Gerdes  
Representative Terry Wilson

1. **Call to Order and opening remarks by the Chair**
2. **Consider Approving Minutes for the June 14, 2023 Meeting**
3. **Consider Adopting a Resolution Approving CAPCOG's CDBG Mitigation Method of Distribution**  
**Dee Harrison, Homeland Security Program Manager**
4. **Consider Approving a Contract with University of Houston for an Air Quality Monitoring Project**  
**Anton Cox, Air Quality Program Manager**
5. **Consider Approving Contracts with St. Edward's University and Huston-Tillotson University for PM<sub>2.5</sub> Monitoring Projects**  
**Anton Cox, Air Quality Program Manager**
6. **Consider Approving the FY 2024 – 2026 AAACAP Area Plan for submission to the Texas Health and Human Services Commission**  
**Patty Bordie, Director of Aging Services**
7. **Consider Approving Appointments to Advisory Committees**  
**Betty Voights, Executive Director**
8. **Consider Authorizing Purchase of Equipment and Licenses for CAPCOG Cyber Resiliency Project**  
**Kelly Claflin, Chief Information Security Officer**
9. **Staff Reports**  
**Betty Voights, Executive Director**
10. **Adjourn**

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



## Executive Committee | Summary Minutes

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10 a.m., Wednesday, June 14, 2023  
CAPCOG Lantana Room  
6800 Burleson Road  
Building 310, Suite 155  
Austin, TX 78744

### Present (15)

Judge James Oakley, Burnet County, **Chair**  
Mayor Lew White, City of Lockhart, **1st Vice Chair**  
Mayor Pro Tem Matthew Baker, City of Round Rock,  
**Secretary**  
Mayor Brandt Rydell, City of Taylor, **Immediate Past**  
**Chair**  
Mayor Connie Schroeder, City of Bastrop  
Judge Brett Bray, Blanco County  
Commissioner Joe Don Dockery, Burnet County

Judge Hoppy Haden, Caldwell County  
Council Member Ron Garland, City of Georgetown  
Commissioner Steven Knobloch, Lee County  
Judge Ron Cunningham, Llano County  
Mayor Pro Tem Doug Weiss, City of Pflugerville  
Council Member Janice Bruno, City of Smithville  
Commissioner Ann Howard, Travis County  
Commissioner Cynthia Long, Williamson County

### Absent (9)

Commissioner Debbie Ingalsbe, Hays County, **2nd Vice**  
**Chair**  
Mayor Jane Hughson, City of San Marcos,  
**Parliamentarian**  
Council Member Mackenzie Kelly, City of Austin  
Commissioner Clara Beckett, Bastrop County

Council Member Kevin Hight, City of Bee Cave  
Judge Dan Mueller, Fayette County  
Mayor Pro Tem Esme Mattke Longoria, City of Leander  
Judge Andy Brown, Travis County  
Commissioner Russ Boles, Williamson County

#### 1. **Call to Order and opening remarks by the Chair**

Judge Oakley called the meeting to order at 10:08 a.m. and lead the board in the national and state pledge of allegiances.

#### 2. **Consider Approving Minutes for the May 10, 2023 Meeting**

Judge Oakley asked the board to consider the May 10, 2023 meeting minutes. Commissioner Dockery made a motion to approve the minutes. Mayor White seconded the motion. It passed unanimously.

#### 3. **Consider Adopting Bylaws for CAEDD Committee**

##### **Betty Voights, Executive Director**

Ms. Voights said the Capital Area Economic Development District (CAEDD) board has been operating under the bylaws that govern the 501c3 organization that used to be required by the Economic Development Administration to create a regional economic development district. She said that through recent discussions with the EDA attorney she determined the CAPCOG Executive Committee is the governing body of the nonprofit, similarly to how the Capital Area Initiative Foundation works, and is proposing a new set of bylaws for the CAEDD committee, so it functions as an advisory committee of the CAPCOG Executive Committee.

Mayor Schroeder made a motion to approve the new CAEDD Committee bylaws. Council Member Garland seconded the motion. It passed unanimously.

#### 4. **Consider Approving Update to Personnel Policies**

##### **Andrew Hoekzema, Deputy Executive Director**

Mr. Hoekzema said the proposed updates to the personnel policies were minor and mostly reflect clarifications and create flexibility for administering the policies. He noted a full description of the changes

were included in the memo and they received a redline version of the personnel policies. He summarized the following changes:

- Probationary periods for promotions and lateral moves of current employees wouldn't affect taking leave.
- New hires and employees who receive a market adjustment or promotion would not receive an across-the-board pay raise if their salary was approved within three months of the implemented across-the-board raise.
- New employees' insurance will be subject to any administrative restrictions in CAPCOG's approved benefits plans.
- Employees' vacation time will roll over until it hits 240 hours before any loss of accumulated leave.
- Employees can be paid out their leave balance after 90 days from their start date instead of one year.
- Employees' optional holidays will now be considered a second personal holiday.

Mayor Pro Tem Baker wanted to make sure employees weren't getting penalized by the across-the-board raises policy change. Mr. Hoekzema explained that when CAPCOG determines an employee's salary it is looking at the current market rate and that any upcoming across-the-board raise should be included in their new salaries.

Judge Cunningham made a motion to approve the updates to the personnel policies. Mayor White seconded the motion. The motion passed unanimously.

**5. Consider Authorizing Negotiation of a Contract for CAPCOG Website Redevelopment  
Mason Canales, Public Information Coordinator**

Mr. Canales said CAPCOG went through a website redevelopment project about 5 years ago and it is about time to refresh the website's appearance and enhance its features for end users. He said during the last redevelopment, CAPCOG created several sections that made browsing easier and would be keeping those and adding new ones while giving CAPCOG a greater ability to control content on the site without having to engage a developer and increasing the website's security.

Judge Oakley asked if CAPCOG bid the contract. Mr. Canales said CAPCOG reviewed several vendors on the Texas Department of Informational Resources buy board and is recommending negotiating with Presley Design Studios, which has the lowest average cost for website services of the vendors reviewed and has worked with CAPCOG before. He said CAPCOG will present Presley with the website's scope of work which includes a lot of new features and scale back the project based on the project's proposed budget if needed.

Council Member Bruno asked if we looked at any other vendors who specifically work on government websites. Mr. Canales said CAPCOG has met with some of those vendors, but decided to use a DIR contract to keep a maintenance contract lower and allow CAPCOG to buy development hours as needed in the future versus paying for maintenance work that isn't needed.

Commissioner Long made a motion negotiate and enter into a contract with Presley Design Studio for capcog.org's website redevelopment. Commissioner Howard seconded the motion. It passed unanimously.

**6. Consider Approving Conformance Review of Texas Regional Landfill Company, LP, (Waste Connections)  
Travis County Type IV Landfill, MSW Permit No. 1841C, Major Modification Application  
Ken May, Regional Programs Manager  
Charles Simon, Director, Regional Planning & Services**

Mr. Simon said Waste Connections has applied for a permit amendment to expand its existing landfill footprint in Travis County, which would increase it from 118 acres to about 130 acres but not increase the

height or depth of the site. He mentioned that the Solid Waste Advisory Committee and a conformance review subcommittee reviewed and recommended a statement of conformance with the Regional Solid Waste Plan with the condition that applicant receives a variance from the Travis County Transportation and Natural Resources because of its proximity to the floodplain.

Commissioner Long made a motion to approve the conformance review recommendation for the Waste Connections permit. Judge Haden seconded the motion.

Commissioner Howard asked where in the process is Waste Connections in seeking the Travis County variance. Mr. Simon said a variance hasn't been requested yet, but it was identified as a needed action as part of the review process. Ms. Voights and Mr. Ken May, CAPCOG's solid waste program manager, each noted the site is the only construction debris landfill in Travis County and the region. Commissioner Long said such a landfill is less impactful on the environment than a traditional landfill. Mayor Pro Tem Baker asked if the expansion or the existing landfill was in the floodplain. Mr. May said both, but they should just have to ensure proper drainage.

Judge Oakley called for a vote on the motion. It passed unanimously.

**7. Consider Accepting and Verifying the Completion of Cybersecurity Awareness Training for All CAPCOG Employees**

**Kelly Claflin, Director/CISO**

Mr. Claflin said all CAPCOG employees have completed the requirements for cybersecurity training which is required for any staff members who spends more than 25 percent of their time at a computer. He noted that all new employees take cybersecurity training when they are onboarded, and employees must take the training once a year. Mr. Claflin said the IT department also conducts cyber attacks simulations throughout the year and staff has been increasingly successful at passing the simulations.

Commissioner Dockery made a motion to accept and verify the completions of the cybersecurity awareness training for CAPCOG employees. Council Member Bruno second the motion. It passed unanimously.

Judge Bray asked Mr. Claflin about how simulations are conducted. Mr. Claflin said it's a feature of CAPCOG cybersecurity software that lets the IT department draft its own threat-based emails. He said he would be happy to share information about the software with anyone's IT department.

**8. Consider Approving Appointments to Advisory Committees**

**Deborah Brea, Executive Assistant**

Ms. Voights said Ken Snipes was recently appointed the City of Austin's new emergency management coordinator, and because of his position, he qualifies to serve on CAPCOG's Homeland Security Task Force without a formal appointment. However, the task force has recommended Assistant Chief Andre de la Reza, of the Austin Fire Department, to serve on the committee. Judge Cunningham also recommended Tiffany Horner for the CAPCOG GIS Planning Council.

Judge Cunningham made a motion to approve the appointments as presented. Mayor Schroeder seconded the motion. It passed unanimously.

**9. Staff Reports**

**Betty Voights, Executive Director**

Ms. Voights said former Blanco Mayor Rachel Lumpee didn't run for office again and didn't request that the new mayor take her spot on the board to finish out the year, so her position on the board would remain open until the CAPCOG General Assembly votes on new Executive Committee members in December.

Mr. Simon said CAPCOG has received three applications seeking about \$60,000 from the remaining solid waste funds; it also has received eight letters of intent to apply by the Friday application deadline with estimated request of \$98,000.

**10. Adjourn**

Judge Oakley adjourned the meeting at 10:48 a.m.

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Mayor Pro Tem Matt Baker, Secretary  
Executive Committee  
Capital Area Council of Governments

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Date

EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 12, 2023

AGENDA ITEM: #3 Consider Adopting a Resolution Approving CAPCOG’s CDBG Mitigation Method of Distribution

GENERAL DESCRIPTION OF ITEM:

The Texas General Land Office (GLO) received an appropriation from the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds for Mitigation (MIT). These funds were earmarked for the “most impacted and distressed” federally declared or state declared counties impacted by Hurricane Harvey. Councils of Governments (COG) were selected to create a Method of Distribution (MOD) for allotting the funds for mitigation projects.

CAPCOG Homeland Security held a series of in-person and virtual public meetings to collect community feedback for the creation of the MOD. The GLO allocated \$25,125,000 to Fayette County jurisdictions and eligible entities and \$27,128,000 was allocated to jurisdictions and entities in Bastrop, Caldwell, and Lee counties, totaling \$52,253,000. All eligible jurisdictions in the four identified counties have indicated they will accept the GLO CDBG-MIT funding. Meetings were also held with representatives of the four counties on July 13, 2022, and on April 5, 2023. The Executive Committee approved the CAPCOG GLO CDBG-MIT MOD at its meeting on May 10, 2023. Subsequent to that approval, the GLO has requested a resolution approving the MOD.

THIS ITEM REPRESENTS A:

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

PRIMARY CONTACT/STAFF MEMBER: Martin Ritchey, Director Homeland Security  
Dee Harrison, Homeland Security Program Manager

BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

If so, for what city/county/etc.? \_\_\_\_\_

PROCUREMENT: N/A

ACTION REQUESTED:

Adopt Resolution Approving the CAPCOG GLO CDBG-MIT MOD as required by the GLO.

BACK-UP DOCUMENTS ATTACHED:

1. Resolution Approving the CAPCOG GLO CDBG-MIT MOD.
2. Texas General Land Office Conditionally Approved MOD.
3. Allocations by Eligible Jurisdictions

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



## **A RESOLUTION AUTHORIZING THE APPROVAL OF THE CAPCOG METHOD OF DISTRIBUTION FOR CDBG MITIGATION**

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

**WHEREAS**, CAPCOG was selected by the Texas General Land Office (GLO) to develop a Method of Distribution (MOD) for \$52,253,000 in US Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) Mitigation (MIT) funds; and,

**WHEREAS**, Fayette County and its jurisdictions and entities were allocated \$ 25,125,000; and,

**WHEREAS**, Bastrop, Caldwell, and Lee County jurisdictions and entities were allotted \$27,128,000; and,

**WHEREAS**, a series of public hearings were held to gather community feedback on the Method of Distribution of the funds; and,

**WHEREAS**, the CAPCOG Executive Committee, has previously approved the Method of Distribution of the CDBG -MIT funds; and

**THEREFORE, BE IT RESOLVED**, that the Capital Area Council of Governments Executive Committee hereby approves the GLO DCBG\_MIT MOD as requested by the GLO.

Resolution adopted by the Capital Area Council of Governments Executive Committee this 12th day of July, 2023.

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Judge James Oakley, Chair  
Executive Committee  
Capital Area Council of Governments

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Mayor Pro Tem Matthew Baker, Secretary  
Executive Committee  
Capital Area Council of Governments

**Texas General Land Office**

State of Texas CDBG-Mitigation Regional Mitigation Program  
MIT COG MOD Summary



Delivered to the GLO: June 13, 2023

Approved by the GLO:

**Council of Governments: Capital Area Council of Governments**

Allocation Calculation Sheet Packet Page Number: \_\_\_\_\_

**HUD MID and State MID Allocations**

HUD MID Total	<b>\$25,125,000</b>
State MID Total	<b>\$27,128,000</b>
<b>Grand Total COG Allocation</b>	<b>\$52,253,000</b>

Table 1

**Funding Limits**

<i>Minimum Amount Waiver Requested</i>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Minimum Amount	<b>\$1,000,000</b>	
Maximum Amount	N/A	

Table 2

**Regional Risk Mitigation**

Explain how the method of distribution reduces regional risks, how it will foster long-term community resilience that is forward-looking and encourages the prioritization of regional investments with regional impacts in risk reduction for hurricanes, tropical storms and depressions, and flooding in the HUD-identified and State-identified most impacted and distressed areas.

Central Texas is transected by several major river basins and miles of rivers subject to seasonal riverine and flash flooding. In addition to seasonal and other storm-related flooding, the 10-county Capital Area region is highly vulnerable to flooding and flash flooding due to tropical depressions, storms, and/or hurricanes moving inland from the Texas coast. Parts of the region are known as “flash flood alley”, due to geographic and topographic features of the region and proximity to the Texas coast. In particular, four counties were the most severely impacted by Hurricane Harvey: Bastrop, Caldwell, Fayette, and Lee. The Capital Area Council of Governments (CAPCOG) has developed a consistent, understandable Method of Distribution (MOD) that reflects mitigation needs of the region and its communities. CAPCOG staff researched potential objective factors and explored various scenarios involving different formulas and funding options with the CAPCOG Homeland Security Task Force. Public comments and input from the Public Planning Meetings held on May 9, 2022, and May 13, 2022, were considered in the development of the MOD.

After considering the various factors, the following factors were selected:

1. Households Impacted by historic disasters (2002 – 2019)
2. FEMA Individual Assistance (IA) registration data (2002 -2019)
3. Identified Low- to Moderate-Income (LMI) Population
4. Social Vulnerability Indices (SoVI) Rankings



The above listed factors were drawn from publicly available datasets. Together, they provide an indicator of local mitigation needs in the four identified counties. Using the Social Vulnerability Index (SoVI) rankings, identified LMI populations, and the FEMA Individual Assistance (IA) Non-Personally Identifiable Information (PII) registration and damage data 2002 – 2019.).

Each of the factors were given equal weight (25%) in the allocation formula. The formula was used to allocate funding to cities in the four identified CAPCOG counties. Any allocation for a city that would receive less than the \$1,000,000 threshold were rolled back up into the county totals. Any city with a center or seat of government; to wit: the City Hall, is not physically located within the four identified CAPCOG counties were not selected.

The total allocation of \$52,253,000 was approved by the CAPCOG Executive Committee, with \$25,125,000 of the HUD MID allocated solely to Fayette County. The remaining \$27,128,000 will be divided between Bastrop, Caldwell, and Lee Counties based on the allocation factors listed above. Project selection for these allocations will ensure that the overall allocation totals for HUD MID and State MID are met. Sub-grantees will be responsible as project sponsors for developing their individual project proposals, adhering to all applicable requirements, managing all other aspects of implementing the projects, and providing information for required reports.

The CAPCOG MOD will provide funding for mitigation projects to reduce regional riverine, flash flooding, and seasonal flooding risks and damage to infrastructure and communities due tropical depressions, storms, and/or hurricanes moving inland from the Texas coast.

Table 3

## Distribution Factors

The COG has selected the following distribution factors:

Distribution Factor*	Weight	Documentation Source	Explanation of Factor Selection and Weighting
Households impacted by historic disasters (2002 – 2019)	25%	Federal Emergency Management Agency (FEMA)	Selected factor is quantifiable and reports the actual number of FEMA declared disasters during a specified time period. It further supports the number of damaged structures within an impacted area during the specified time period.
Federal Emergency Management Agency (FEMA) Individual Assistance (IA) registration data	25%	Federal Emergency Management Agency (FEMA)	Selected factor is quantifiable and reports the actual count of FEMA applicant registrations for Hurricane Harvey (DR-4332-TX) per geographic area. It further supports the number impacted households within an impacted area.
Low-to Moderate Income percentage	25%	US Housing and Urban Development (HUD)	Selected factor is quantifiable and reports the SU Census Identified count of Low- to Moderate Income persons in a geographic area. HUD and GLO require the LMI be a factor in allocations. CBDG funds must be expended to benefit 50% low- and moderate-income (LMI) communities.
Social Vulnerability Indices (SoVI) Rankings	25%	US Census Bureau Texas General Land Office	Selected factor is quantifiable and reports the actual US Census identified variables to determine the overall ranking of a community’s resilience when confronted by external stresses on human health.

Table 4

\*Add more rows if needed

### Threshold Factors

If any, please describe threshold factors that were used to allocate funds.

Threshold Factor*	Documentation Source	Explanation of Factor Selection
N/A	N/A	N/A
N/A	N/A	N/A

Table 5

\*Add more rows if needed

### Eligible Activities

Activities must meet the criteria outlined in the Regional Mitigation Program (COG MODs) section of the State of Texas CDBG Mitigation Action Plan.

The COG has addressed prioritization of eligible activities as follows:

<input type="checkbox"/>	The COG has chosen not to limit subrecipients in the region to projects meeting regional priority activities.		
<b>-OR-</b>			
<input checked="" type="checkbox"/>	The COG has limited subrecipients in the region to selecting projects meeting the following regional priority activities:		
<input checked="" type="checkbox"/>	Flood control and drainage improvement, including the construction or rehabilitation of stormwater management systems	<input checked="" type="checkbox"/>	Water and sewer facilities
		<input checked="" type="checkbox"/>	Communications infrastructure
		<input checked="" type="checkbox"/>	Provision of generators
<input checked="" type="checkbox"/>	Natural or green infrastructure	<input type="checkbox"/>	Removal of debris
<input checked="" type="checkbox"/>	Public Facilities (shelter, library, etc.)	<input checked="" type="checkbox"/>	Streets or bridges
<input type="checkbox"/>	Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems, and other measures to mitigate future disaster impacts; “hardening” of commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters)	<input type="checkbox"/>	Other infrastructure improvements
		<input checked="" type="checkbox"/>	Public Services ( <i>within the 15% cap</i> )
		<input checked="" type="checkbox"/>	FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project
		<input type="checkbox"/>	Buyouts or Acquisitions with or without relocation assistance, down payment assistance, housing incentives, or demolition
		<input type="checkbox"/>	Activities designed to relocate families outside of floodplains

Table 6

## Ineligible Activities

Ineligible activities are outlined in the Regional Mitigation Program section of the State of Texas CDBG Mitigation Action Plan, as amended, and should be referenced accordingly.

## Covered Projects

A Covered Project is defined as an infrastructure project having a total project cost of \$100 million or more, with at least \$50 million of CDBG funds, regardless of source (CDBG-DR, CDBG-MIT, or CDBG). Covered projects included in the Regional Mitigation Program must meet specific criteria set forth by HUD's CDBG-MIT Notice 84 FR 45838 (August 30, 2019) and the State of Texas Mitigation Action Plan. Inclusion of a Covered Project in the MOD does not guarantee funding until a full eligibility review is completed and the subsequent action plan amendment receives HUD approval.

Will the Method of Distribution include a Covered Project?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Table 7

If yes, please provide the following information:

- The eligible entity benefitting from the project;
- A description of the project and how it meets the definition of a mitigation activity; and
- The cost of the Covered Project.

Not Applicable.
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Table 8

## Low-and Moderate-Income Requirements

Below is the strategic plan of how the method of distribution meets the minimum 50 percent low- and moderate-income (LMI) requirement.

CAPCOG’s strategic plan to meet the LMI National Objective incorporates the data selections and weights. The LMI percentage is weighted at 25% and the SoVI is also weighted at 25% in the allocation worksheet. Therefore, 50% of the allocations are focused on serving the economically distressed areas in Bastrop, Caldwell, Fayette, and Lee counties that are 51% or more low-to moderate-income households or that will benefit households with incomes below 80% of the Area Median Income (AMI). Our regional partners and stakeholders have been informed about the intention and purposes of this funding. They will focus their attention on identifying projects that will meet the regional threshold after the funding allocation has occurred.

Table 9

### Public Hearing Information

The Action Plan requires at least one Public Planning Meeting prior to submitting the Preliminary MOD to the GLO for review and one Public Hearing before submission of the Preliminary MOD to GLO for final approval. If the COG holds multiple outreach activities, please contact the GLO for additional documentation forms.

Meeting Type	Public Planning Meeting	MOD Public Hearing
Date(s):	5/9/22 & 5/13/22	3/22/23 & 3/23/23
Location(s):	<b>CAPCOG</b> 6800 Burleson Rd, Bldg. 310, Ste 165, Pecan Rm Austin, TX 78744 <b>Fayette County EMS</b> 1721 N Von Minden Rd La Grange, TX 78945	<b>Fayette County EMS</b> 1721 N Von Minden Rd La Grange, TX 78945 <b>CAPCOG</b> 6800 Burleson Rd, Bldg. 310, Ste 165, Pecan Rm Austin, TX 78744
Total Attendance:	17 (13 via MS Teams) & 31 (3 via MS Teams)	23 (2 via MS Teams) & 9 (4 via MS Teams)

Table 10

*Direct Notice.* As required, personal notice was sent to eligible entities at least **five (5)** days in advance of the public hearing using the following method(s) (at least one must be selected):

Method	Public Planning Meeting	MOD Public Hearing
	Date(s) Sent	Date(s) Sent
<input checked="" type="checkbox"/> Email	5/4/22 – 5/9/22	3/8/23
<input type="checkbox"/> Fax	Not Applicable	Not Applicable
<input type="checkbox"/> Hand Delivery	Not Applicable	Not Applicable
<input type="checkbox"/> Certified Mail	Not Applicable	Not Applicable

Table 11

*Website Notice.* As required, public notice was posted on the COG website at least **five (5)** days in advance:

<b>Website Notice</b>	<b>Public Planning Meeting</b>	<b>MOD Public Hearing</b>
Date(s)	5/3/22	2/28/23

Table 12

*Published Notice.* As required, notice of the public hearing was published in at least one regional newspaper at least **three (3)** days in advance. Notice of the public hearings were published in the following regional newspaper(s):

<b>Newspaper Name</b>	<b>Public Planning Meeting</b>	<b>MOD Public Hearing</b>
	Date Published	Date Published
<i>Austin American Statesman</i>	5/4/22	3/10/23
<i>Bastrop Advertiser</i>	5/4/22	3/10/23 & 3/15/23
<i>Bastrop County Insider/Elgin Courier</i>	5/4/22	3/8/23
<i>Fayette County Record</i>	5/6/22	3/10/23
<i>Flatonina Argus</i>	5/5/22	3/9/23
<i>Giddings Times and News</i>	5/5/22	3/9/23
<i>Lexington Leader</i>	5/5/22	3/9/23
<i>Lockhart Post-Register</i>	5/6/22	3/9/23
<i>Schulenburg Sticker</i>	5/5/22	3/9/23
<i>Smithville Times</i>	5/4/22	3/15/23

Table 13

## Public Comment Period

Provide the dates of the public comment period for the COG MOD.

Start Date:		5/3/23 to 5/13/22	2/28/23 to 3/31/23
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Table 14/

## Citizen Participation

Describe how the COG conducted their citizen and non-governmental organization outreach, including any efforts exceeding GLO minimum public participation requirements. These efforts should comply with the Citizen Participation Plan provided to the GLO.

CAPCOG posted program information on its website, published public hearing notices in local newspapers, published and distributed program information through its newsletter, *Connections*. CAPCOG identified other government agencies and organizations that could provide additional input and expertise and expand upon representation of the residents of Bastrop, Caldwell, Fayette, and Lee Counties, that were invited to attend the public hearings either in-person or virtually.

Table 15

*Accommodations.* Describe any efforts to notify and accommodate those with modified communication needs, such as posting information and providing interpretive services for persons with Limited English Proficiency and for people with hearing impairments or other access and functional needs (ADA compliance).

CAPCOG uses a variety of methods to communicate with non-English speaking residents. CAPCOG and Fayette County have Spanish speaking employees who are available to provide translation services upon request. In addition, CAPCOG subscribes to a telephone service that provides translation services for multiple languages. CAPCOG will provide American Sign Language (ASL) and other language interpretation services, if requested within 48 hours of the public meetings.

Notices for public hearings and media releases and advisories were sent to local print and broadcast media outlets that serve the residents of the four counties that are part of this program. The media distribution will include those who serve non-English speaking and Limited English Proficiency populations and persons with disabilities, including those with visual and/or hearing impairments, behavioral health disorders, and/or IDD.

CAPCOG provided reasonable accommodation for persons attending the public meetings. Requests from persons needing special accommodations will be requested 48 hours prior to the public meetings. The meetings will be conducted in English. Requests for language interpreters or other special communication needs will be accommodated if made at least 48 hours prior to the public meetings.

Table 16

### **Affirmatively Furthering Fair Housing (AFFH) Statement**

All subrecipients will certify that they will affirmatively further fair housing (“AFFH”) in their grant agreements and will receive GLO training and technical assistance in meeting their AFFH obligations. Additionally, all project applications will undergo AFFH review by GLO before approval of projects. Such review will include assessment of a proposed project’s area demography, socioeconomic characteristics, housing configuration and needs, educational, transportation, and health care opportunities, environmental hazards or concerns, and all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard related impacts.

### **COG Principal Contact Information**

Contact Name:	Betty Voights
Title:	Executive Director

Table 17

## Contact and Signatory Authority

Attached is a Resolution from the COG approving the method of distribution and authorizing its submittal to the Texas General Land Office. I certify that the contents of this document and all related attachments are complete and accurate.

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Signature

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Date

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Betty Voights  
Printed Name

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Executive Director  
Title

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bvoights@capcog.org  
Email Address

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512-916-6000  
Telephone Number

**Allocation Summary Worksheet  
CAPCOG**

COG:      **CAPCOG**      \$ 52,253,000.00  
 Total Allocation: **\$ 52,253,000.00**

<b>HUD MID</b>				
<b>Entity</b>	<b>Allocation</b>	<b>Percentage of Total Allocation</b>	<b>LMI Portion</b>	<b>LMI Percentage</b>
<b>Fayette County</b>	\$ 4,810,100	19.14%	\$ 2,405,100	50%
Carmine	\$ 2,548,300	10.14%	\$ 1,274,200	50%
Ellinger	\$ 1,588,300	6.32%	\$ 794,100	50%
Fayetteville	\$ 3,344,800	13.31%	\$ 1,672,400	50%
Flatonia	\$ 3,022,400	12.03%	\$ 1,511,200	50%
La Grange	\$ 4,556,000	18.13%	\$ 2,278,000	50%
Round Top	\$ 1,965,200	7.82%	\$ 982,600	50%
Schulenburg	\$ 3,289,900	13.09%	\$ 1,645,000	50%
<b>Total</b>	<b>\$ 25,125,000</b>	<b>100.00%</b>	<b>\$ 12,562,600</b>	<b>50%</b>
<b>State MID</b>				
<b>Entity</b>	<b>Allocation</b>	<b>Percentage of Total Allocation</b>	<b>LMI Portion</b>	<b>LMI Percentage</b>
<b>Bastrop County</b>	\$ 4,362,600	16.08%	\$ 2,181,300	50%
Bastrop	\$ 2,358,000	8.69%	\$ 1,179,000	50%
Elgin	\$ 1,970,700	7.26%	\$ 985,300	50%
Smithville	\$ 2,421,100	8.92%	\$ 1,210,600	50%
<b>Caldwell County</b>	\$ 3,499,500	12.90%	\$ 1,749,700	50%
Lockhart	\$ 1,889,900	6.97%	\$ 945,000	50%
Luling	\$ 1,527,800	5.63%	\$ 763,900	50%
Martindale	\$ 2,375,000	8.75%	\$ 1,187,500	50%
<b>Lee County</b>	\$ 2,548,800	9.40%	\$ 1,274,400	50%
Giddings	\$ 2,207,100	8.14%	\$ 1,103,500	50%
Lexington	\$ 1,967,500	7.25%	\$ 983,700	50%
<b>Total</b>	<b>\$ 27,128,000</b>	<b>100.00%</b>	<b>\$ 13,563,900</b>	<b>50%</b>



# EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 12, 2023

AGENDA ITEM: #4 Consider Approving a Contract with University of Houston for an Air Quality Monitoring Project

**GENERAL DESCRIPTION OF ITEM:**

Under CAPCOG’s 2022-2023 “Near-Nonattainment”/Rider 7 grant from the Texas Commission on Environmental Quality (TCEQ), CAPCOG has access to state funding to conduct air monitoring and emissions inventory development related to ground-level ozone (O<sub>3</sub>) for the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA). The University of Houston (UH) in partnership with Baylor University and St. Edward’s University operates a state-of-the-art mobile air quality laboratory (MAQL3) which would allow CAPCOG to collect additional air quality monitoring data at additional locations. This would help the region better understand air quality conditions across the region because the MAQL3 can move across the region to better characterize emissions at and between CAPCOG’s existing Continuous Air Monitoring Sites (CAMS).

CAPCOG staff is requesting to execute an ILA with UH to operate the MAQL3 in the Austin-Round Rock-Georgetown MSA in October 2023. This ILA will include the tasks listed below.

- Task 1: Creation of a Quality Assurance Performance Plan (QAPP)
- Task 2: Mobile Monitoring Data Collection
- Task 3: Reporting

All tasks would be funded under CAPCOG’s TCEQ Rider 7 Grant.

**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: \$250,000.00

Source of Funds: TCEQ Rider 7 “Near-Nonattainment” Grant

- |   |   |  |
|---|---|--|
| Is item already included in fiscal year budget? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Does item represent a new expenditure?          | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Does item represent a pass-through purchase?    | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| If so, for what city/county/etc.?               | <u>n/a</u>                              |  |

**PROCUREMENT:** Interlocal Agreement

**ACTION REQUESTED:**

Approve an interlocal agreement with the University of Houston to measure air pollution in the Austin – Round Rock – Georgetown MSA using a mobile monitor lab.

**BACK-UP DOCUMENTS ATTACHED:** Draft Scope of Work

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

# Capital Area Council of Governments Interlocal Agreement for 2023 Mobile Air Monitoring

## **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") is an agency of the State of Texas.
- 1.3. CAPCOG has received funding from the Texas Commission on Environmental Quality (TCEQ) that can be used to monitor ozone (O<sub>3</sub>) air pollution in the five-county Austin-Round Rock-Georgetown 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-Georgetown MSA.
- 1.5. This agreement is entered into between CAPCOG and UH pursuant to Texas Government Code chapter 791.
- 1.6. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.
- 1.7. Each CAPCOG and UH being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

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

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

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

- 3.1. The effective date of this agreement is July 12, 2023, and ends, unless sooner terminated under Sec. 9, 10, or 11, on December 31, 2023, or extended by written mutual agreement of the Parties.

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

- 4.1. CAPCOG agrees to compensate UH for the goods and services provided under this Agreement, in a fixed price amount not to exceed \$250,000.00 as described in Attachment A.
- 4.2. UH shall invoice CAPCOG for work performed no more than monthly.
- 4.3. The invoices requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.
- 4.4. UH agrees to certify each invoice as follows:  
  
UH certifies that this invoice is correct and complete and that the amount requested has not been received.

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

## **Sec. 5. Rights and Duties**

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

## **Sec. 6. Compliance with Applicable Law and Policy**

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

## **Sec. 7. Independent Contractor**

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

## **Sec. 8. Assignment and Subcontracting**

- 8.1. Except as specified in the attached scope of services, UH may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

## **Sec. 9. Records and Inspections**

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

## **Sec. 10. Proprietary or Confidential Information**

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

## **Sec. 11. Termination of Agreement without Cause**

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

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

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

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

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

## **Sec. 14. Dispute Resolution**

- 14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.
- 14.2. CAPCOG shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under this chapter to University of Houston, Attn: [Name], [Address], [E-mail Address].
- 14.3. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

## **Sec. 15. Notice to Parties**

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

## **Sec. 16. Attachments**

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

## **Sec. 17. Miscellaneous**

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

University of Houston

Capital Area Council of Governments

By \_\_\_\_\_

By \_\_\_\_\_

[Name]

Betty Voights

[Position]

Executive Director

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

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

DRAFT

# Attachment A: Scope of Services

## Background

Pursuant to Rider 7 to its fiscal year 2023-2024 budget, the Texas Commission on Environmental Quality (TCEQ) awarded the Capital Area Council of Governments (CAPCOG) funding for 2023-2024 for ozone (O<sub>3</sub>)-related monitoring and emissions inventory work for the Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA) (Bastrop, Caldwell, Hays, Travis, and Williamson Counties).

To better understand air quality conditions CAPCOG's air quality program is partnering with University of Houston, Baylor University, and St. Edward's Universities to collect ozone and ozone precursor condition data in the Austin, Round Rock, Georgetown MSA using the state-of-the-art mobile air quality laboratory (MAQL3) in October 2023. Mobile measurements will be conducted in areas upwind and downwind of the metro area to characterize the incoming air and potential local contributions. These measurements will help CAPCOG and TCEQ to gain insight into the ozone and ozone precursor conditions present in Austin as well as acting as a baseline against which future studies can be compared.

The MAQL3 will also attempt to collocate with select CAPCOG O<sub>3</sub> monitors to ensure comparability and validate measurements between the two systems. Mobile measurements will also be collected between the monitors to characterize the spatial variability not observable by the existing network.

UH and collaborators will monitor air quality in the Austin region with a UH mobile laboratory for four weeks during October 2023. The mobile air quality monitoring will be conducted at locations in and around the Austin, Round Rock, Georgetown MSA depending on meteorological conditions and air quality forecasts.

## 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](mailto:jhflynn@uh.edu), 281-794-6708

PI: Subin Yoon, PhD: Research Scientist, Department of Earth and Atmospheric Sciences, University of Houston, Houston, Texas, USA, [syoon9@central.uh.edu](mailto:syoon9@central.uh.edu), 469-531-5520

PI: Rebecca Sheesley, Ph.D.: Associate Professor, Department of Environmental Science, Baylor University, Waco, Texas, USA, [rebecca\\_sheesley@baylor.edu](mailto:rebecca_sheesley@baylor.edu), (254) 710-3158

PI: Sascha Usenko, Ph.D.: Associate Professor, Department of Environmental Science, Baylor University, Waco, Texas, USA, [sascha\\_usenko@baylor.edu](mailto:sascha_usenko@baylor.edu), (254) 710-2302

PI: Paul Walter, Ph.D.: Associate Professor, School of Natural Sciences, St. Edward's University (SEU), Austin, Texas, USA, [pauljw@stedwards.edu](mailto:pauljw@stedwards.edu), (512) 364-3158

## Task 1: QAPP

Prior to the commencement of Task 2, UH will develop a QAPP that describes the steps that UH (and all project partners) will take to ensure data quality for this project. UH will develop the QAPP for this



project in accordance with TECQ's Category III QA requirements<sup>1</sup> which require a minimum of 10% of datasets will be spot-checked.

**Deliverable 1: QAPP**

Due Date: July 31, 2023

**Cost Estimate:** \$25,000

## **Task 2: Mobile Monitoring Data Collection**

Using MAQL3, UH and project partners will collect the following data in the Austin, Round Rock, Georgetown MSA, trace gases, meteorological parameters, and aerosol optical properties.

A Handix POPS will measure aerosol size distribution and number. Trace gases measurements will include ozone (O<sub>3</sub>), nitric oxide (NO), nitrogen dioxide (NO<sub>2</sub>), total reactive nitrogen (NO<sub>x</sub>), carbon monoxide (CO), and sulfur dioxide (SO<sub>2</sub>). Meteorological parameters will include wind speed, wind direction, ambient temperature, relative humidity, planetary boundary layer height, and photolysis rate of nitrogen dioxide (jNO<sub>2</sub>). MAQL3 will also measure volatile organic compounds (VOCs), including highly reactive volatile organic compounds (HRVOCs) using a Hills Scientific Reactive Alkene Detector for bulk unspiciated HRVOCs. Baylor's Aroma-VOC instrument will be installed and operate for bulk VOC (alkanes, aromatics, dienes, and methane) while doing mobile sampling and speciated VOC (isoprene, benzene, toluene, ethyl benzenes, xylene, and styrene) while in stationary sampling mode. Resin tubes may also be sampled from MAQL3.

This project will also conduct up to 16 ozonesonde launches in the Austin area to measure the vertical gradient of ozone and meteorological parameters on days with expected elevated ozone measurements.

**Deliverable 2: Data Collection**

Due Date: October 31, 2023

**Cost Estimate:** \$200,000

## **Task 3: Reporting**

Upon completion of Task 2, UH will prepare provide CAPCOG with the data collected. UH will also provide CAPCOG with a written report of project activities including when and where the MAQL3 is location around the region, work completed, and issues that arose. Upon the request of CAPCOG, UH and/or another project partner will present to CAPCOG's Clean Air Coalition, on the MAQL3 and data collected during the project.

**Deliverable 3.1:** Spreadsheets and/or database with data collected.

Due Date: November 10, 2023

**Deliverable 3.2:** Written report of project activities

Due Date: November 10, 2023

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<sup>1</sup> TCEQ Air Quality Research: Quality Assurance standards are available online: <https://www.tceq.texas.gov/airquality/airmod/project/quality-assurance>.

**Deliverable 3.3:** Deliver Virtual Presentation of results to the Clean Air Coalition

Due Date: December 31, 2023

Cost Estimate: \$25,000

## Budget Assumption

**Table 1. Budget for Monitoring Project**

<b>Category</b>	<b>Amount</b>
<b>Salary &amp; Fringe</b>	\$61,221
<b>Travel</b>	\$18,000
<b>Materials &amp; Supplies</b>	\$33,063
<b>St. Edward's University subaward</b>	\$38,373
<b>Baylor University subaward</b>	\$75,000
<b>IDC (15%)</b>	\$24,343
<b>Total</b>	<b>\$250,000</b>

## 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 [\[E-mail\]](#).

Anton Cox

(Name)

Air Quality Program Manager

(Title)

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

Telephone No.: (512) 916-6036

Facsimile No.: (512) 916-6001

E-mail: [acox@capcog.org](mailto:acox@capcog.org)

### UH Project Representative

The individual named below is the UH Project Representative, who is authorized to give and receive communications and directions on behalf of UH. All communications must be addressed to the UH Project Representative or his or her designee, with a copy sent to [\[e-mail\]](#). The UH Project Representative may indicate a designee through an e-mail to [acox@capcog.org](mailto:acox@capcog.org).

[Fill In]

(Name)

[Fill In]

(Title)

[Address]

[City, State, ZIP]

Telephone No.: [Fill In]

Facsimile No.: [Fill In]

E-mail: [Fill In]

### Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

### Designated Location for Records Access and Review

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

[Address]

[City, State, ZIP]

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 12, 2023

AGENDA ITEM: #5 Consider Approving Contracts with St. Edward's University and Huston-Tillotson University for PM<sub>2.5</sub> Monitoring Projects

### GENERAL DESCRIPTION OF ITEM:

In 2022 CAPCOG applied for and was awarded funding for two projects from the U.S. Environmental Protection Agency's (EPA) "Enhanced Air Quality Monitoring for Communities" grant opportunity. One project is for speciated fine particulate (PM<sub>2.5</sub>) monitoring to better understand the types of particles contributing to high PM<sub>2.5</sub> pollution levels. The other project is to expand continuous PM<sub>2.5</sub> monitoring at several locations around the region to improve the understanding of the extent of PM air pollution and public access to information about PM pollution within their communities. Included in both projects are subawards for St. Edward's University (SEU) and Huston-Tillotson University (HT) to assist with the projects.

Work under these subawards includes the universities providing scientific expertise and input when selecting monitoring sites, assistance in the community engagement of the project, and training of SEU and HT students and faculty on maintenance of the PM<sub>2.5</sub> monitors such that the faculty and students can gain hands-on skills to continue maintenance of the monitors after the grant ends in May 2026. CAPCOG is requesting to contract with SEU for an amount not to exceed \$49,699.35 and with HT for an amount not to exceed \$34,216.15.

### 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: \$83,915.50

Source of Funds: EPA Enhanced Air Quality Monitoring for Communities Grant

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

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

PROCUREMENT: n/a

### ACTION REQUESTED:

Approve contracts with the St. Edward's University and Huston-Tillotson University to assist with CAPCOG's PM<sub>2.5</sub> monitoring projects.

### BACK-UP DOCUMENTS ATTACHED:

1. Draft Scope of Work with SEU
2. Draft Scope of Work with HT

BACK-UP DOCUMENTS NOT ATTACHED: None

# Capital Area Council of Governments Subaward Contract for Enhanced Particulate Matter Monitoring 2023 – 2026

## **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. St. Edward's University ("SUBRECIPIENT") is a non-profit institution of higher education located in Austin, Texas.
- 1.3. CAPCOG has received two grants from the U.S. Environmental Protection Agency (EPA) that can be used to monitor fine particulate matter (PM<sub>2.5</sub>) air pollution in the five-county Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA), which includes Bastrop, Caldwell, Hays, Travis, and Williamson Counties [Insert Grant Numbers].
- 1.4. SUBRECIPIENT was participated in the development of CAPCOG's grant applications and agreed to participate in carrying out the grants as a subrecipient.
- 1.5. This agreement is entered into between CAPCOG and SUBRECIPIENT pursuant to chapter 391 of the Local Government Code.
- 1.6. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.
- 1.7. Each CAPCOG and SUBRECIPIENT being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

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

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

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

- 3.1. The effective date of this agreement is July 1, 2023, and ends, unless sooner terminated under Sec. 9, 10, or 11, on June 30, 2026, or extended by written mutual agreement of the Parties.

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

- 4.1. CAPCOG agrees to compensate SUBRECIPIENT for the goods and services provided under this Agreement, for an amount not to exceed \$49,699.35 as detailed in Attachment A.
- 4.2. SUBRECIPIENT shall invoice CAPCOG for work performed no more than monthly.
- 4.3. The invoices requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.

- 4.4. SUBRECIPIENT agrees to certify each invoice as follows:  
SUBRECIPIENT certifies that this invoice is correct and complete and that the amount requested has not been received.
- 4.5. CAPCOG agrees to pay SUBRECIPIENT the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the deliverable as specified in Attachment A.

## **Sec. 5. Rights and Duties**

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

## **Sec. 6. Compliance with Applicable Law and Policy**

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

## **Sec. 7. Independent Contractor**

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

## **Sec. 8. Assignment and Subcontracting**

- 8.1. Except as specified in the attached scope of services, SUBRECIPIENT may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

## **Sec. 9. Records and Inspections**

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

## **Sec. 10. Proprietary or Confidential Information**

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

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

## **Sec. 11. Termination of Agreement without Cause**

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

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

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

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

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

## **Sec. 14. Dispute Resolution**

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



Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under this chapter to St. Edwards University, Attn: [Name], [Address], [E-mail Address].

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

## **Sec. 15. Notice to Parties**

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

## **Sec. 16. Attachments and Documents Incorporated by Reference**

- 16.1. The following attachments are part of this agreement:
- Attachment A: Scope of Services
- Attachment B: Project Representatives and Records Location
- 16.2. The following documents are incorporated by Reference:
- CAPCOG's Grant Award for Speciated PM<sub>2.5</sub> Monitoring [Insert Grant Number]
- CAPCOG's Grant Award for Continuous PM<sub>2.5</sub> Monitoring [Insert Grant Number]

## **Sec. 17. Miscellaneous**

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

St. Edward's University

Capital Area Council of Governments

By \_\_\_\_\_

By \_\_\_\_\_

[Name]

Betty Voights

[Position]

Executive Director

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

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

DRAFT

# Attachment A: Scope of Services

## Background

In July 2023, the US EPA awarded CAPCOG \$660,272 to complete two fine particulate matter (PM<sub>2.5</sub>) projects from the Enhanced Air Quality Monitoring for Communities grant. A summary of each project is detailed below:

1. Installation and operation of seven research-grade continuous PM<sub>2.5</sub> monitors and to distribute up to 20 low-cost continuous particulate matter (PM) sensors in the region. Outputs will be continuous measurements of PM<sub>2.5</sub> concentrations in the MSA. Outcomes of the project will include improved understanding of where high levels of PM<sub>2.5</sub> occur in the region, improved PM<sub>2.5</sub> forecasting, enhanced local decision-making, better-targeted PM<sub>2.5</sub> emission reduction actions, reduction of the public's exposure to short-term PM<sub>2.5</sub> pollution and expanded community capacity for future monitoring.
2. Installation and operation of one speciated PM<sub>2.5</sub> monitor in the Austin-Round Rock-Georgetown MSA. Outputs will be measurements of speciated PM<sub>2.5</sub>. Outcomes will include improvement of understanding the composition of PM<sub>2.5</sub> in the region, better-targeted PM<sub>2.5</sub> emission reduction actions, and expanded community capacity for future monitoring.

Both projects include partnerships and subawards to St Edward's University (SEU) and Huston Tillson University (HT). The subaward includes the following:

- scientific expertise and input when selecting monitoring sites,
- assistance in the community engagement of the project,
- training of SEU and HT students and faculty on maintenance of the PM<sub>2.5</sub> monitors such that the faculty and students can gain hands-on skills to continue maintenance of the monitors after the grant ends in May 2026.

## Task 1: Training

CAPCOG will select and contract with a vendor to provide SEU training to operate and maintain the monitors. This will increase the region's knowledge of air quality monitoring, and if needed, will provide CAPCOG with qualified organizations to maintain the monitoring in the event that CAPCOG's future funding to support the sites becomes unavailable. The cost estimate for the task includes the time and travel cost to attend the training.

**Deliverable 1:** Completion of Training

Due Date: August 31, 2025

**Cost Estimate:** \$37,274.51

## Task 2: Reporting

SEU will provide CAPCOG with activity reports summarizing work completed on the projects including but not limited to:

- assistance with site selection,
- community engagement,
- selection of staff and student for monitoring training,

**Deliverable 2.1:** Activity Reports

Due Date: Quarterly

**Deliverable 2.2:** Deliver joint final report to CAPCOG with other Subrecipient

Due Date: April 30, 2026

Cost Estimate: \$12,424.84

## Budget Assumptions

**Table 1. Budget for Speciated Monitoring Project**

Item	Unit Cost	Qty.	Units	Total
Mark Estes, Yr. 1	\$11,584.00	0.25	Months	\$2,896.00
Mark Estes, Yr. 3	\$11,584.00	0.50	Months	\$5,792.00
Student, Yr. 2	\$6,336.00	1.00	Summer	\$6,336.00
Mileage	\$0.625	140	Miles	\$87.50
<b>Total</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$15,111.50</b>

**Table 2. Budget for Continuous Monitoring Project**

Item	Unit Cost	Qty.	Units	Total
Mark Estes, Yr. 1	\$11,584.00	0.25	Months	\$2,896.00
Paul Walter, Yr. 2	\$15,492.19	0.25	Months	\$3,873.05
Mark Estes, Yr. 2	\$11,584.00	0.50	Months	\$5,792.00
Student, Yr. 2	\$6,336.00	1.00	Summer	\$6,336.00
Paul Walter, Yr. 3	\$15,492.19	0.25	Months	\$3,873.05
Mark Estes, Yr. 3	\$11,584.00	1.00	Months	\$11,584.00
Mileage	\$0.625	374	Miles	\$233.75
<b>Total</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$34,587.85</b>

SUBRECIPIENT shall bill CAPCOG separately for each project.

## 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 [E-MAIL].

Anton Cox

(Name)

Air Quality Program Manager

(Title)

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

Telephone No.: (512) 916-6036

Facsimile No.: (512) 916-6001

E-mail: [acox@capcog.org](mailto:acox@capcog.org)

### SUBRECIPIENT Project Representative

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

[Fill In]

(Name)

[Fill In]

(Title)

[Address]

[City, State, ZIP]

Telephone No.: [Fill In]

Facsimile No.: [Fill In]

E-mail: [Fill In]

### Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

### Designated Location for Records Access and Review

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

[Address]

[City, State, ZIP]

# Capital Area Council of Governments Subaward Contract for Enhanced Particulate Matter Monitoring 2023 – 2026

## **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. Huston-Tillotson University ("SUBRECIPIENT") is a non-profit institution of higher education located in Austin, Texas.
- 1.3. CAPCOG has received two grants from the U.S. Environmental Protection Agency (EPA) that can be used to monitor fine particulate matter (PM<sub>2.5</sub>) air pollution in the five-county Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA), which includes Bastrop, Caldwell, Hays, Travis, and Williamson Counties [Insert Grant Numbers].
- 1.4. SUBRECIPIENT was participated in the development of CAPCOG's grant applications and agreed to participate in carrying out the grants as a subrecipient.
- 1.5. This agreement is entered into between CAPCOG and SUBRECIPIENT pursuant to chapter 391 of the Local Government Code.
- 1.6. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.
- 1.7. Each CAPCOG and SUBRECIPIENT being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

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

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

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

- 3.1. The effective date of this agreement is July 1, 2023, and ends, unless sooner terminated under Sec. 9, 10, or 11, on June 30, 2026, or extended by written mutual agreement of the Parties.

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

- 4.1. CAPCOG agrees to compensate SUBRECIPIENT for the goods and services provided under this Agreement, for an amount not to exceed \$34,216.15 as detailed in Attachment A.
- 4.2. SUBRECIPIENT shall invoice CAPCOG for work performed no more than monthly.
- 4.3. The invoices requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.

- 4.4. SUBRECIPIENT agrees to certify each invoice as follows:  
SUBRECIPIENT certifies that this invoice is correct and complete and that the amount requested has not been received.
- 4.5. CAPCOG agrees to pay SUBRECIPIENT the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the deliverable as specified in Attachment A.

## **Sec. 5. Rights and Duties**

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

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- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of SUBRECIPIENT's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the information may be



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

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- 12.1. SUBRECIPIENT acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, SUBRECIPIENT agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
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- 14.2. CAPCOG shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and

Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under this chapter to Huston-Tillotson University, Attn: [Name], [Address], [E-mail Address].

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

## **Sec. 15. Notice to Parties**

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- 15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director, [bvoights@capcog.org](mailto:bvoights@capcog.org).
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  - CAPCOG's Grant Award for Continuous PM<sub>2.5</sub> Monitoring [Insert Grant Number]

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

Huston-Tillotson University

Capital Area Council of Governments

By \_\_\_\_\_

By \_\_\_\_\_

[Name]

Betty Voights

[Position]

Executive Director

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

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

DRAFT

# Attachment A: Scope of Services

## Background

In July 2023, the US EPA awarded CAPCOG \$660,272 to complete two fine particulate matter (PM<sub>2.5</sub>) projects from the Enhanced Air Quality Monitoring for Communities grant. A summary of each project is detailed below:

1. Installation and operation of seven research-grade continuous PM<sub>2.5</sub> monitors and to distribute up to 20 low-cost continuous particulate matter (PM) sensors in the region. Outputs will be continuous measurements of PM<sub>2.5</sub> concentrations in the MSA. Outcomes of the project will include improved understanding of where high levels of PM<sub>2.5</sub> occur in the region, improved PM<sub>2.5</sub> forecasting, enhanced local decision-making, better-targeted PM<sub>2.5</sub> emission reduction actions, reduction of the public's exposure to short-term PM<sub>2.5</sub> pollution and expanded community capacity for future monitoring.
2. Installation and operation of one speciated PM<sub>2.5</sub> monitor in the Austin-Round Rock-Georgetown MSA. Outputs will be measurements of speciated PM<sub>2.5</sub>. Outcomes will include improvement of understanding the composition of PM<sub>2.5</sub> in the region, better-targeted PM<sub>2.5</sub> emission reduction actions, and expanded community capacity for future monitoring.

Both projects include partnerships and subawards to St Edward's University (SEU) and Huston-Tillotson University (HT). The subaward includes the following:

- scientific expertise and input when selecting monitoring sites,
- assistance in the community engagement of the project,
- training of SEU and HT students and faculty on maintenance of the PM<sub>2.5</sub> monitors such that the faculty and students can gain hands-on skills to continue maintenance of the monitors after the grant ends in May 2026.

## Task 1: Training

CAPCOG will select and contract with a vendor to provide SEU and HT training to operate and maintain the monitors. This will increase the region's knowledge of air quality monitoring and if need provide CAPCOG with better established organizations to maintain the monitoring if CAPCOG's funding to support the sites is unavailable. The cost estimate in the task includes the time and travel cost to attend the training.

**Deliverable 1:** Completion of Training

Due Date: August 31, 2025

**Cost Estimate:** \$25,662.11

## Task 2: Reporting

SEU and HT will provide CAPCOG with activity reports summarizing work completed on the projects including but not limited to:

- assistance with site selection,
- community engagement,
- selection of staff and student for monitoring training,

**Deliverable 2.1:** Activity Reports

Due Date: Quarterly

**Deliverable 2.2:** Deliver joint final report to CAPCOG with other Subrecipient

Due Date: April 30, 2026

Cost Estimate: \$8,554.04

## Budget Assumptions

**Table 1. Budget for Speciated Monitoring Project**

Item	Unit Cost	Qty.	Units	Total
Amanda Masino, Yr. 1	\$10,357.75	0.25	Months	\$2,589.44
Other HTU Faculty, Yr. 3	\$10,357.76	0.50	Months	\$5,178.88
Student, Yr. 2	\$4,000.00	1.00	Summer	\$4,000.00
Mileage	\$0.625	140	Miles	\$87.75
<b>Total</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$11,856.07</b>

**Table 2. Budget for Continuous Monitoring Project**

Item	Unit Cost	Qty.	Units	Total
Amanda Masino, Yr. 1	\$10,357.76	0.25	Months	\$2,589.44
Amanda Masino, Year 2	\$10,357.76	0.50	months	\$5,178.88
Other HTU Faculty, Yr. 3	\$10,357.76	1.00	months	\$10,357.76
Student, Yr. 2	\$4,000.00	1.00	Summer	\$4,000.00
Mileage	\$0.625	374	Miles	\$234.00
<b>Total</b>	<b>n/a</b>	<b>n/a</b>	<b>n/a</b>	<b>\$22,360.08</b>

SUBRECIPIENT shall bill CAPCOG separately for each project.

## 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 [E-MAIL].

Anton Cox

(Name)

Air Quality Program Manager

(Title)

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

Telephone No.: (512) 916-6036

Facsimile No.: (512) 916-6001

E-mail: [acox@capcog.org](mailto:acox@capcog.org)

### SUBRECIPIENT Project Representative

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

[Fill In]

(Name)

[Fill In]

(Title)

[Address]

[City, State, ZIP]

Telephone No.: [Fill In]

Facsimile No.: [Fill In]

E-mail: [Fill In]

### Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

### Designated Location for Records Access and Review

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

[Address]

[City, State, ZIP]

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 12, 2023

AGENDA ITEM: #6 Consider Approving the FY 2024-2026 AAACAP Area Plan for submission to the Texas Health and Human Services Commission

### GENERAL DESCRIPTION OF ITEM:

The Older Americans Act of 1965 (OAA) establishes authority for funding for community planning and social services for older adults. The OAA requires area agencies on aging to submit an Area Plan, which directs the activities of the Area Agency on Aging (AAA) in planning and providing services to meet the needs of older persons, their family members and caregivers. The AAA staff conducted extensive outreach for six months by distributing community needs surveys through our partner agencies as well as others that support seniors, at events and presentations, and mailed them to clients who have received services from the AAA. Responses were received from all ten counties.

The process identified trends related to ongoing increases of older adults with the greater increase in rural counties. The other trends related to transportation, health and wellness, and financial resources.

The last area plan was submitted in 2020 and covered FY 2021–2022 with an extension through FY 2023. A copy of the FY 2021–2022 Area Plan is located on CAPCOG’s Website at [capcog.org/divisions/area-agency-on-aging/](http://capcog.org/divisions/area-agency-on-aging/)

### 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: Patty Bordie, Director of Aging Services

### BUDGETARY IMPACT:

Total estimated cost: N/A

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

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

If so, for what city/county/etc.? \_\_\_\_\_

PROCUREMENT: N/A

### ACTION REQUESTED:

Approve the FY 2024–2026 Area Plan for submission to Texas Health and Human Services Commission.

### BACK-UP DOCUMENTS ATTACHED:

FY 2024–2026 AAACAP Area Plan: Executive Summary Memo

FY 2024–2026 AAACAP Area Plan: Assurances Form

### BACK-UP DOCUMENTS NOT ATTACHED:

FY 2024–2026 AAACAP Area Plan for submittal to Texas HHSC



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**BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON**

## **MEMORANDUM**

**June 26, 2023**

**TO: Betty Voights, Executive Director**

**FROM: Patty Bordie, Director of Aging Services**

**RE: Agenda Item Attachment: FY 2024 – 2026 AAACAP Area Plan: Executive Summary**

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The Agency on Aging of the Capital Area (henceforth referred to as AAACAP), in compliance with requirements from Texas Health and Human Services Commission (HHSC) and the federal Administration on Community Living, is submitting its Area Plan for federal Fiscal Years (FY) 2024-2026 for approval. The area plan, a requirement for all area agencies on aging funded through the Older Americans Act (OAA), describes the specific services to be provided to older adults residing in the CAPCOG region. The plan is developed from an assessment of regional needs as determined by public input that included the participation of older adults, their caregivers, the AAACAP Aging Advisory Committee and other appropriate stakeholders. The plan also includes the outlined AAACAP goals and objectives for FY 2024-2026, subject to any limitations of funding and policies provided by the OAA and/or Texas HHSC. The Area Plan for FY 2024-2026 reiterates the mission of the AAACAP, which is to provide services to support and advocate for the health, safety and well-being of older adults in CAPCOG's 10-county region — Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis and Williamson counties. These services include providing older adults and their unpaid caregivers support through its care coordination and caregiver support services, benefits counseling, long-term care ombudsman services, and information, referral and assistance services. AAACAP provides services to caregivers under the National Family Caregiver Support Program. It also sub-contracts with other agencies to ensure the availability of services such as transportation, nutrition, homemaker and senior center operations, serving as the major funder of congregate and home-delivered meals in the region.

The plan defines how these services will be delivered during the next three fiscal years and ensures focus on the targeted populations identified by the federal Older Americans Act: Older adults in greatest economic need, those in social isolation, those residing in rural areas, those living with severe disabilities, those at most risk for institutionalization, those with limited English proficiency, those with Alzheimer's or related dementias, as well as caregivers for persons in these situations.

As per guidance from Texas HHSC and established best practices, the Area Plan presented is based on the needs shared in the community needs assessment conducted during the spring of 2023, and the changing demographic trends within the region as gathered from sources such as the U.S. Census, the American Community Survey, and the Texas Demographic Center.



Five significant trends were identified in the CAPCOG region related to older adults. The first two trends relate to key socio-demographic factors, namely, the current and projected increase of the older adult population in the region and the current and projected even greater increase of older adults in the rural counties of the region. These two trends are based on the socio-demographic data provided through the U.S. Census, the American Community Survey, and the Texas Demographic Center, and are discussed in Section 6 of the plan.

The other three trends are key factors directly related to the quality-of-life of older adults in the region. These are, in priority order: Transportation; Health and Wellness; and Financial Wellness and Resources. These trends were identified as encompassing the top concerns and needs of older adults. They developed from a careful compilation and analysis of the concerns clearly demonstrated consistently by a broad range of sources, including the regional community needs assessment.

Based on these trends, the plan outlines and provides key strategies for service delivery, as follows: Outreach to “hard-to-reach” populations; an increase in access to long term services and supports; the provision of Person-Centered Practices that allow for consumer choice; an increase in consumer-directed services; ensuring cultural competency; addressing social isolation; supporting family caregivers; and enhancing community collaborations. These strategies support the AAACAP goals to explore issues and contribute to solutions for older individuals regarding emergency preparedness, safe and affordable housing and homelessness prevention and support community partners across the region in developing “age-friendly” coalitions, workgroups, task forces, commissions, and interagency councils in rural areas.

The plan allows Texas HHSC, the CAPCOG Executive Committee, partner agencies, and the community to better understand both the challenges and opportunities that AAACAP faces in providing and prioritizing its goals and performance measures. In maintaining its fidelity to the requirements of the Older Americans Act, the plan incorporates the characteristics of the diverse counties served. The impact of population growth and its resulting changing demographics of the region and understanding the location and needs of those older adults with the greatest vulnerabilities is key to planning for and responding to current and future needs. The FY 2024 – 2026 Area Plan provides the analysis, strategies, and means that will enable AAACAP to continue providing efficient and effective service delivery to those most in need in both rural and urban areas of the CAPCOG community while maintaining our vision – a vision where older adults and their caregivers realize streamlined access to services which promote independent living, self-determination, and full participation in their communities.

# Assurances

## Older Americans Act, As Amended in 2020

### Section 306, Area Plans

By signing this document, the authorized officials commit the Area Agency on Aging to performing all listed assurances and activities as stipulated in the Older Americans Act, as amended in 2020.

(a) Each area agency on aging designated under section 305(a)(2)(A) shall, in order to be approved by the State Agency, aka Texas Health and Human Services Commission (HHSC), prepare and develop an area plan for a planning and service area for a two-, three-, or four-year period, as determined by HHSC, with such annual adjustments as may be necessary. Each such plan shall be based upon a uniform format for area plans within the State prepared in accordance with Section 307(a)(1). Each such plan shall –

(1) provide, through a comprehensive and coordinated system, for supportive services, nutrition services, and, where appropriate, for the establishment, maintenance, modernization, or construction of multipurpose senior centers (including a plan to use the skills and services of older individuals in paid and unpaid work, including multigenerational and older individual to older individual work), within the planning and service area covered by the plan, including determining the extent of need for supportive services, nutrition services, and multipurpose senior centers in such area (taking into consideration, among other things, the number of older adults with low incomes residing in such area, the number of older adults who have greatest economic need (with particular attention to low income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, the number of older individuals who have greatest social need (with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas) residing in such area, the number of older individuals at risk for institutional placement residing in such area, and the number of older individuals who are Indians residing in such area, and the efforts of voluntary organizations in the community), evaluating the effectiveness of the use of resources in meeting such need, and entering into agreements with providers of supportive services, nutrition services, or

multipurpose senior centers in such area, for the provision of such services or centers to meet such need;

(2) provide assurances that an adequate proportion, as required under section 307(a)(2), of the amount allotted for part B to the planning and service area will be expended for the delivery of each of the following categories of services.

(A) services associated with access to services (transportation, health services (including mental and behavioral health services), outreach, information and assistance (which may include information and assistance to consumers on availability of services under part B and how to receive benefits under and participate in publicly supported programs for which the consumer may be eligible), and case management services);

(B) in-home services, including supportive services for families of older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and

(C) legal assistance;

and assurances that the area agency on aging will report annually to HHSC in detail the amount of funds expended for each such category during the fiscal year most recently concluded;

(3) (A) designate, where feasible, a focal point for comprehensive service delivery in each community, giving special consideration to designating multipurpose senior centers (including multipurpose senior centers operated by organizations referred to in paragraph (6)(C) as such focal point; and

(B) specify, in grants, contracts, and agreements implementing the plan, the identify of each focal point so designated;

(4) (A)(i)(I) provide assurances that the area agency on aging will -

(aa) set specific objectives, consistent with State policy, for providing services to older individuals with greatest economic need, older individuals with greatest social need, and older individuals at risk for institutional placement;

(bb) include specific objectives for providing services to low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas; and

(II) include proposed methods to achieve the objectives described in items (aa) and (bb) of sub-clause (I);

(ii) provide assurances that the area agency on aging will include in each agreement made with a provider of any service under this title, a requirement that such provider will -

(I) specify how the provider intends to satisfy the service needs of low-income minority individuals, older individuals with limited English

proficiency, and older individuals residing in rural areas in the area served by the provider;

(II) to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas in accordance with their need for such services; and

(III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, older individuals with limited English proficiency, and older individuals residing in rural areas within the planning and service area; and

(iii) with respect to the fiscal year preceding the fiscal year for which such area plan is prepared -

(I) identify the number of low-income minority older individuals in the planning and service area;

(II) describe the methods used to satisfy the service needs of such minority older individuals; and

(III) provide information on the extent to which the area agency on aging met the objectives described in clause (i).

(B) provide assurances the area agency on aging will use outreach efforts that will

(i) identify individuals eligible for assistance under this Act, with special emphasis on -

(I) older individuals residing in rural areas;

(II) older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(III) older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);

(IV) older individuals with severe disabilities;

(V) older individuals with limited English proficiency;

(VI) older individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals); and

(VII) older individuals at risk for institutional placement, specifically including survivors of the Holocaust; and

(i) inform the older individuals referred to in sub-clauses (I) through (VII) of clause (i), and the caretakers of such individuals, of the availability of such assistance; and

(C) contain an assurance that the area agency on aging will ensure that each activity undertaken by the agency, including planning, advocacy, and systems

development, will include a focus on the needs of low-income minority older individuals and older individuals residing in rural areas.

(5) provide assurances that the area agency on aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities, and individuals at risk for institutional placement, with agencies that develop or provide services for individuals with disabilities;

(6) provide that the area agency on aging will –

(A) take into account in connection with matters of general policy arising in the development and administration of the area plan, the views of recipients of services under such plan;

(B) serve as the advocate and focal point for older individuals within the community by (in cooperation with agencies, organizations, and individuals participating in activities under the plan) monitoring, evaluating, and commenting upon all policies, programs, hearings, levies, and community actions which will affect older individuals;

(C)(i) where possible, enter into arrangements with organizations providing day care services for children, assistance to older individuals caring for relatives who are children, and respite for families, so as to provide opportunities for older individuals to aid or assist on a voluntary basis in the delivery of such services to children, adults, and families;

(ii) if possible regarding the provision of services under this title, enter into arrangements and coordinate with organizations that have a proven record of providing services to older individuals, that—

(I) were officially designated as community action agencies or community action programs under section 210 of the Economic Opportunity Act of 1964 (42 U.S.C. 2790) for fiscal year 1981, and did not lose the designation as a result of failure to comply with such Act; or

(II) came into existence during fiscal year 1982 as direct successors in interest to such community action agencies or community action programs; and that meet the requirements under section 676B of the Community Services Block Grant Act; and

(iii) make use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings;

(D) establish an advisory council consisting of older individuals (including minority individuals and older individuals residing in rural areas) who are participants or who are eligible to participate in programs assisted under this Act, family caregivers of such individuals, representatives of older individuals, service providers, representatives of the business community, local elected officials, providers of veterans' health care (if appropriate), and the general public, to advise continuously the area agency on aging on all matters relating to the development of the area plan, the administration of the plan and operations conducted under the plan;

(E) establish effective and efficient procedures for coordination of –

(i) entities conducting programs that receive assistance under this Act within the planning and service area served by the agency; and

(ii) entities conducting other Federal programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b), within the area;

(F) in coordination with the State agency and with the State agency responsible for mental and behavioral health services, increase public awareness of mental health disorders, remove barriers to diagnosis and treatment, and coordinate mental and behavioral health services (including mental health screenings) provided with funds expended by the area agency on aging with mental and behavioral health services provided by community health centers and by other public agencies and nonprofit private organizations;

(G) if there is a significant population of older adults who are Indians in the planning and service area of the area agency on aging, the area agency on aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under this Act.

(H) in coordination with the State agency and with the State agency responsible for elder abuse prevention services, increase public awareness of elder abuse, neglect, and exploitation, and remove barriers to education, prevention, investigation, and treatment of elder abuse, neglect, and exploitation, as appropriate; and

(I) to the extent feasible, coordinate with the State agency to disseminate information about the State assistive technology entity and access to assistive technology options for serving older individuals;

(7) provide that the area agency on aging shall, consistent with this section, facilitate the areawide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, by -

(A) collaborating, coordinating activities, and consulting with other local public and private agencies and organizations responsible for administering programs, benefits, and services related to providing long-term care;

(B) conducting analyses and making recommendations with respect to strategies for modifying the local system of long-term care to better -

(i) respond to the needs and preferences of older individuals and family caregivers;

(ii) facilitate the provision, by service providers, of long-term care in home and community-based settings; and

(iii) target services to older adults at risk for institutional placement, to permit such individuals to remain in home and community-based settings;

(C) implementing, through the agency or service providers, evidence-based programs to assist older adults and their family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease, and disability among older individuals; and

(D) providing for the availability and distribution (through public education campaigns, Aging and Disability Resource Centers, the area agency on aging itself, and other appropriate means) of information relating to -

(i) the need to plan in advance for long-term care; and

(ii) the full range of available public and private long-term care (including integrated long-term care) programs, options, service providers, and resources;

(8) provide that case management services provided under this title through the area agency on aging will -

(A) not duplicate case management services provided through other Federal and State programs;

(B) be coordinated with services described in subparagraph (A); and

(C) be provided by a public agency or a nonprofit private agency that -

(i) gives each older individual seeking services under this title a list of agencies that provide similar services within the jurisdiction of the area agency on aging;

(ii) gives each individual described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individuals of such statement;

(iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or

(iv) is located in a rural area and obtains a waiver of these requirements described in clauses (i) through (iii)

(9) (A) provide assurances that the area agency on aging, in carrying out the State Long-Term Care Ombudsman program under section 307(a)(9), will expend

not less than the total amount of funds appropriated under this Act and expended by the agency in fiscal year 2019 in carrying out such a program under this title;

(B) funds made available to the area agency on aging pursuant to section 712 shall be used to supplement and not supplant other Federal, State, and local funds expended to support activities described in section 712;

(10) provide a grievance procedure for older individuals who are dissatisfied with or denied services under this title.

(11) provide information and assurances concerning services to older individuals who are Native Americans (referred to in this paragraph as "older Native Americans") including -

(A) information concerning whether there is a significant population of older Native Americans in the planning and service area and if so, an assurance that the area agency on aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under this title;

(B) an assurance that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under this title with services provided Title VI; and

(C) an assurance that the area agency on aging will make services under the area plan available to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.

(12) provide that the area agency on aging will establish procedures for coordination of services with entities conducting other Federal or federally assisted programs for older individuals at the local level, with particular emphasis on entities conducting programs described in section 203(b) within the planning and service area.

(13) provide assurances that the area agency on aging will-

(A) maintain the integrity and public purpose of services provided, and service providers, under this title in all contractual and commercial relationships;

(B) disclose to the Assistant Secretary for Aging and HHSC-

(i) the identity of each nongovernmental entity with which such agency has a contract or commercial relationship relating to providing any service to older individuals; and

(ii) the nature of such contract or such relationship;

(C) demonstrate that a loss or diminution on the quantity or quality of the services provided, or to be provided, under this title by such agency has not resulted and will not result from such contract or such relationship;

(D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such contract or such relationship; and



(E) on the request of the Assistant Secretary or the State, for the purpose of monitoring compliance with this Act (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals;

(14) provide assurances that preference in receiving services under this title will not be given by the area agency on aging to particular older individuals as a result of a contract or commercial relationship that is not carried out to implement this title;

(15) provide assurances funds received under this title will be used –

(A) to provide benefits and services to older individuals, giving priority to older individuals identified in paragraph (4)(A)(i); and

(B) in compliance with the assurances specified in paragraph (13) and the limitations specified in section 212

(16) provide, to the extent feasible, for the furnishing of services under this Act, consistent with self-directed care;

(17) include information detailing how the area agency on aging will coordinate activities, and develop long-range emergency preparedness plans, with local and State emergency response agencies, relief organizations, local and State governments, and any other institutions that have responsibility for disaster relief service delivery;

(18) provide assurances that the area agency on aging will collect data to determine –

(A) the services that are needed by older individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019; and

(19) provide assurances that the area agency on aging will use outreach efforts that will identify individuals eligible for assistance under this Act, with special emphasis on those individuals whose needs were the focus of all centers funded under title IV in fiscal year 2019.

(b)(1) An area agency on aging may include in the area plan an assessment of how prepared the area agency on aging and service providers in the planning and service area are for any anticipated change in the number of older individuals during the 10-year period following the fiscal year for which the plan is submitted.

(2) Such assessment may include –

(A) the projected change in the number of older individuals in the planning and service area;

(B) an analysis of how such change may affect such individuals, including individuals with low incomes, individuals with greatest economic need, minority older individuals, older individuals residing in rural area, and older individuals with limited English proficiency;

(C) an analysis of how the programs, policies, and services provided by such area agency can be improved, and how resource levels can be adjusted to meet the needs of the changing population of older individuals in the planning and service area; and

(D) an analysis of how the change in the number of individuals age 85 and older in the planning and service area is expected to affect the need for supportive services.

(3) An area agency on aging, in cooperation with government officials, State agencies, tribal organizations, or local entities, may make recommendations to government officials in the planning and service area and the State, on actions determined by the area agency to build the capacity in the planning and service area to meet the needs of older individuals for –

(A) health and human services;

(B) land use;

(C) housing;

(D) transportation;

(E) public safety;

(F) workforce and economic development;

(G) recreation;

(H) education;

(I) civic engagement;

(J) emergency preparedness;

(K) protection from elder abuse, neglect, and exploitation;

(L) assistive technology devices and services; and

(M) any other service as determined by such agency.

(c) Each State, in approving area agency on aging plans under this section, shall waive the requirement described in paragraph (2) of subsection (a) for any category of services described in such paragraph if the area agency on aging demonstrates to the State agency that services being furnished for such category in the area are sufficient to meet the need for such services in such area and had conducted a timely public hearing upon request.

(d)(1) Subject to regulations prescribed by the Assistant Secretary, an area agency on aging designated under section 305(a)(2)(A) or, in areas of a State where no such agency has been designated, the State agency, may enter into agreement with agencies administering programs under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act for the purpose of developing and implementing plans for meeting the common need for transportation services of

individuals receiving benefits under such Acts and older individuals participating in programs authorized by this title.

(2) In accordance with an agreement entered into under paragraph (1), funds appropriated under this title may be used to purchase transportation services for older individuals and may be pooled with funds made available for the provision of transportation services under the Rehabilitation Act of 1973, and titles XIX and XX of the Social Security Act.

(e) An area agency on aging may not require any provider of legal assistance under this title to reveal any information that is protected by the attorney-client privilege.

(f)(1) If the head of a State agency finds that an area agency on aging has failed to comply with Federal or State laws, including the area plan requirements of this section, regulations, or policies, the State may withhold a portion of funds to the area agency on aging available under this title.

(2) (A) The head of a State agency shall not make a final determination withholding funds under paragraph (1) without first affording the area agency on aging due process in accordance with procedures established by the State agency.

(B) At a minimum, such procedures shall include procedures for –

(i) providing notice of an action to withhold funds;

(ii) providing documentation of the need for such action; and

(iii) at the request of the area agency on aging, conducting a public hearing concerning the action.

(3) (A) If a State agency withholds the funds, the State agency may use the funds withheld to directly administer programs under this title in the planning and service area served by the area agency on aging for a period not to exceed 180 days, except as provided in subparagraph (B).

(B) If the State agency determines that the area agency on aging has not taken corrective action, or if the State agency does not approve the corrective action, during the 180-day period described in subparagraph (A), the State agency may extend the period for not more than 90 days.

(g) Nothing in this Act shall restrict an area agency on aging from providing services not provided or authorized by this Act, including through –

(1) contracts with health care payers; or

(2) consumer private pay programs; or

(3) other arrangements with entities or individuals that increase the availability of home and community-based services and supports.

## Standard Assurances of Compliance

The Grantee (aka Area Agency on Aging) provides these assurances in consideration and for the purpose of obtaining federal grants, loans, contracts, property, discounts or other federal financial assistance from the U.S. Department of Health and Human Services. The Grantee agrees that it will comply with:

1. **Title VI of the Civil Rights Act of 1964** (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the AAA receives federal financial assistance from HHSC.
2. **Section 504 of the Rehabilitation Act of 1973** (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the AAA receives federal financial assistance from HHSC.
3. **Title IX of the Education Amendments of 1972** (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the AAA receives federal financial assistance from HHSC.
4. **The Age Discrimination Act of 1975** (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the AAA receives federal financial assistance from HHSC.

The Grantee agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance, and that it is binding upon the Grantee, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Grantee by HHSC, this assurance shall obligate the Grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Grantee for the period during which it retains ownership or possession of the property. The Grantee further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

## Authorized Signature Page

Legal Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Main Telephone Number: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

The FFY 2024 – 2026 Area Plan is hereby submitted by the organization identified above for the period covering October 1, 2024, through September 30, 2026. By signing this document, the authorized officials commit the Area Agency on Aging to performing all listed assurances and activities as stipulated in the Older Americans Act, as amended in 2020, and agreeing to comply with the Standard Assurances of Compliance. In addition, the signatures on this page certify that the Area Plan has been reviewed and approved by the AAA's Board of Directors and/or Governing Body and/or Executive Committee.

### Authorized Official - Executive Director

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

### Authorized Official - Board of Directors/Governing Body/Executive Committee

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Authorized Official - AAA Advisory Council Chair/President**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**Authorized Official - AAA Director**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: July 12, 2023

AGENDA ITEM: #7 Consider Approving Appointments to Advisory Committees

### GENERAL DESCRIPTION OF ITEM:

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

### THIS ITEM REPRESENTS A:

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

PRIMARY CONTACT/STAFF MEMBER: **Deborah Brea, Executive Assistant**

### BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

If so, for what city/county/etc.? \_\_\_\_\_

PROCUREMENT: N/A

### ACTION REQUESTED:

Approve any advisory committee recommendations.

### BACK-UP DOCUMENTS ATTACHED:

1. Summary memo with recommended appointments and vacancies

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

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





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

**BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON**

## **MEMORANDUM**

### **July 12, 2023**

**TO: Executive Committee Members**

**FROM: Betty Voights, Executive Director**

**RE: Advisory Committee Recommendations**

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This memo identifies current recommendations to CAPCOG Advisory Committees and serves as a reminder of vacancies that still need to be filled. Please see the Attendance Rosters for the Requirements & Responsibilities. For questions, please contact the Advisory Committee staff liaison.

#### **Burnet County**

- The Aging Advisory Council (AAC) has one representative vacancy (as of 11/22).

#### **City of Austin**

- The Aging Advisory Council (AAC) has one representative vacancy (as of 4/23).
- The Capital Area Emergency Communications District Strategic Advisory Committee (CAECD-SAC) has one representative vacancy (as of 2/22).
- The Criminal Justice Advisory Committee (CJAC) has two representative vacancies (as of 5/22 and 3/23).

#### **Hays County**

- The Aging Advisory Council (AAC) has one representative vacancy (as of 4/23).

#### **Travis County**

- The Aging Advisory Council (AAC) has one representative vacancy (as of 3/23).
- The Capital Area Regional Transportation Planning Organization (CARTPO) has one vacancy (as of 5/22).

#### **Williamson County**

- The Aging Advisory Council (AAC) has one representative vacancy (as of 12/20).

#### **Homeland Security Task Force**

- One EMC (Small) position is vacant (as of 2/23).

#### **Law Enforcement Education Committee (LEEC)**

- One Citizen Representative (CR) position is vacant (as of 5/22).
- One Law Enforcement Representative for Populations < 25K (LER) position is vacant (as of 4/22).

- One Law Enforcement At-Large position is vacant.

**Solid Waste Advisory Committee (SWAC)**

- One Private Operator position is vacant (as of 5/22).

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** July 12, 2023

**AGENDA ITEM:** #8 Consider Authorizing Purchase of Equipment and Licenses for CAPCOG Cyber Resiliency Project

### GENERAL DESCRIPTION OF ITEM:

In late 2021, the Office of the Governor (OOG) Public Safety Office (PSO) awarded CAPCOG funds through the Homeland Security Grant Program (HSGP) to support cyber resiliency and recovery planning throughout the CAPCOG region (grant number 4397101). This grant involves the acquisition of equipment that can be used for cyber incident response and the formation and training of a cyber incident response team. Following CAPCOG's successful cyber-attack exercise in May, we are now ready to proceed with the purchase of equipment and training. Right now, the grant is scheduled to end on July 31, which is enough time for us to purchase the equipment but not to procure a training vendor unless we get an extension. CAPCOG has requested an extension from OOG and, if granted, expects to return in August for authorization for the training vendor/vendors.

Our Homeland Security and IT staff have identified equipment, software, and supplies that will need to be acquired for this project; the following items will all be from one vendor — Digital Intelligence (DI) — and total at least \$25,000, and therefore this procurement requires board approval.

- Two portable “VPER KIT with TX1” units from Digital Intelligence that include high-performance laptops and peripherals that can be brought into the field to image/duplicate hard drives that have been attacked (\$10,599 per unit for a total of \$21,198, plus \$174.68 for shipping);
- One “FRED SR Forensic System” that is kept at a back office and is used to process/analyze data obtained from field kits and, if necessary, to image an entire server in the field (\$13,499 per unit, shipping costs not yet known); and
- Three one-year licenses for EnCase forensic software estimated at \$4,000 per license per year (based on DI's quote for a similar type of software) for a total of \$12,000 — CAPCOG staff already have some training and familiarity with this software and DI provides this, but CAPCOG will need to obtain a customized quote.

The “Equipment” line item in the grant budget was originally estimated at \$32,735 when the grant application was developed in 2021, but these items will cost approximately \$47,500. The difference will come out of the training budget for the grant, although the free training included in the cost of the equipment should offset some of the budgeted training costs. CAPCOG expects to negotiate with Digital Intelligence to bring the total cost down.

This purchase was procured as a sole source in accordance with section 3-205 of CAPCOG's Procurement Policy. CAPCOG staff attempted to identify multiple vendors for these items, which were specifically listed in the grant application, but were only able to identify Digital Intelligence, which manufactures the equipment. While OOG has already pre-approved these specific types of units in the grant, CAPCOG will also need prior approval from OOG for this purchase as well, irrespective of the procurement method.

### THIS ITEM REPRESENTS A:

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

**PRIMARY CONTACT/STAFF MEMBER:**

**Kelly Claflin, Chief Information Security Officer**

**BUDGETARY IMPACT:**

Total estimated cost: \$47,500

Source of Funds: Office of the Governor Homeland Security Grant Program

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:** Sole Source

**ACTION REQUESTED:**

Authorize the Executive Director to issue a Purchase Order to Digital Intelligence for up to \$47,500 to purchase two VPER KIT with TX1 units, one FRED SR Forensic System, and three one-year licenses for EnCase or similar software, plus any required shipping costs.

**BACK-UP DOCUMENTS ATTACHED:**

1. Procurement Memo
2. Preliminary Quote for Products
3. Product Information Summaries

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

1. Grant 4397101 Summary



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

## MEMORANDUM

July 5, 2023

**TO: Executive Committee**

**FROM: Kelly Claflin, CAPCOG Chief Information Security Officer  
Andrew Hoekzema, CAPCOG Deputy Executive Director**

**RE: Equipment Procurement for Cyber Resiliency Grant**

---

Part of CAPCOG's Cyber Resiliency Grant from the Office of the Governor (grant # 4397101) involves the purchase of digital forensics tools, write-block hardware devices, and peripherals to support a regional cyber response capability. The grant budget included \$32,735 for equipment, with the following description:

*"Customized computer towers, servers, write blocking devices, and peripherals with cyber forensics in mind. This hardware includes [sic] CRU WiebeTech Forensic Field Kit (1,800); Tableau TK8U Forensic USB 3.0 Bridge Kit (\$2,000); UltraKit v5 + TX1 (\$5,100); FRED SR Forensic System (\$13,000). Quantity purchased will be two of each (or similar) or as funds allow."*

### **Items Recommended for Purchase**

Our review of the specific items listed indicated that acquisition of two UltraKit v5 + TX1 units and one FRED SR Forensic System best met the region's needs given the amount budgeted. The UltraKit v5 + TX1 can handle the tasks that the CRU WiebeTech Forensic Field Kit and Tableau TK8U Forensic USB 3.0 Bridge Kits can handle, plus additional tasks. The FRED SR Forensic System is unique in that it can be used to image an entire server. The FRED SR Forensic System and the UltraKit v5 + TX1 are both Digital Intelligence products.

In order to use this equipment, CAPCOG will also need to acquire new high-performance computers to accompany the UltraKit v5 + TX1 units, although these were not identified specifically in the grant application. Digital Intelligence offers a product known as "VPER Kit with TX1," which combines a high-performance computer with the required kit and costs less than the two items would separately (\$10,599 per unit versus \$12,084.75 total for one of each if purchased separately). Therefore, CAPCOG is seeking to purchase two VPER Kit with TX1 units and one FRED SR Forensic System. While we have a quote for the shipping costs of the VPER units, we need to obtain a custom quote for shipping the FRED SR Forensic System unit.

Finally, the equipment will require software to operate, but that was not included in the grant budget directly either. We are recommending that we purchase EnCase, which is industry-leading software that CAPCOG staff

have already received training on. While as of this date, we do not have a quote for this software yet, we believe that it will come out to \$3,500 - \$4,000 per license based on the cost of similar products. The three licenses will be used for each of the three pieces of equipment.

The FRED SR Forensic System and UltraKit v5 + TX1 units are unique and specifically named pieces of equipment in the grant that are only available from a single source – Digital Intelligence. The VPER Kit with TX1 serves as a substitute for the UltraKit v5 + TX1 since it also includes computers that are necessary to function and is also only available from a single source. We were able to determine that they were the only vendor after searching for other vendors (such as resellers) that might carry this equipment but were unable to find any. We determined that conditions 2 and 5 applied to this situation, and condition 4 may also apply based on the OOG’s approval of CAPCOG’s budget.

### **Procurement Method**

For federal funding, 2 CFR §200.320 allows for non-competitive procurements in *specific circumstances if one or more of the following conditions apply*:

1. *The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000);*
2. *The item is available only from a single source;*
3. *The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;*
4. *The federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or*
5. *After solicitation of a number of sources, competition is determined inadequate.*

For reference, CAPCOG’s procurement policy Section 3-205 also allows for a sole source procurement which “may be used when the award is not feasible under small purchase, competitive sealed bidding, or negotiated procurement procedures.” The policy uses similar, but slightly different language than 2 CFR §200.320 regarding the circumstances in which a sole source procurement may be used:

“2. *Sole source procurement is limited to the following:*

- a) *in response to a public exigency or emergency; [similar to condition 3 in 2 CFR §200.320]*
- b) *where the item is available from only a single source; [similar to condition 2]*
- c) *if, after soliciting a number of sources, competition is deemed inadequate after CAPCOG has demonstrated a good faith effort in soliciting qualified providers through the small purchase, competitive sealed bids, or competitive proposal processes; [similar to condition 5] and*
- d) *is authorized by the grantor agency, if applicable. [similar to condition 4]”*

Similar to the federal rule, Items b and c apply to the procurement of the equipment, and d may apply as well since this equipment’s description is specific in the grant.

Multiple vendors sell the EnCase software and CAPCOG may ultimately choose an alternate vendor if they offer it at lower cost than Digital Intelligence, but since it is possible that it may be included in the purchase of this equipment, we have included it in this procurement. CAPCOG will use quotes to select the best-value vendor for the software.

Digital Intelligence, Inc.  
17165 West Glendale Drive  
New Berlin, WI 53151

Date
Jul 5, 2023

Quote #
Q20230705-13

Voice: (262) 782-3332  
Fax: (262) 782-3331  
Email: sales@digitalintelligence.com

Digital Intelligence  
Fed Tax ID # 39-1957034

Customer Billing
<p>Andrew Hoekzema Capital Area Council of Governments 6800 Burlleson Road, Bldg. 310, Ste. 165 Austin TX 78744 United States Phone (512) 916-6046 ahoekzema@capcog.org</p>

Customer Shipping
<p>Andrew Hoekzema Capital Area Council of Governments 6800 Burlleson Road, Bldg. 310, Ste. 165 Austin TX 78744 United States Phone (512) 916-6046</p>

Item	Description	Qty	Unit Cost	Total
F3145	<p><b>FRED SR Forensic System</b></p> <p><u>Customer selected options:</u>  Motherboard Chipset: Intel® C621 Chipset Motherboard  OS: [T0045] Windows 11 Pro 64 bit  CPU (Qty 2 x Xeon® Scalable Processor Series): [T1342C] Silver 4210R  CPU 10 core, 2.4 /3.2 GHz, 13.75MB Cache  RAM: [T2324B] 32 GB ECC Memory PC4 23400 DDR4-2933 MHz (2x16GB)  Graphics Card - Upgrades may delay fulfillment of order due to market shortage.: [T0023] Nvidia GTX 1050Ti, 4GB, 128 bit GDDR5, 768 CUDA Cores  OS Drive - Internal PCIe M.2 SSD: [T3043B] 500 GB M.2 NVMe PCIe Solid State Drive - PRO Series  Drive 2 - Internal PCIe M.2 SSD: None Selected  Drive 3 - Internal PCIe M.2 SSD: None Selected  Drive 4 - SATA Interface: [T3077B] 500 GB SATA Solid State Drive - EVO Series  Drive 5 - SATA Interface: None Selected  Drive 6 - USB 3.2 Interface: [T3095] 2 TB 7200 rpm SATA Hard Drive  Drive 7 - USB 3.2 Interface: None Selected  Drive 8 - USB 3.2 Interface: None Selected  RAID Drive Set 1: [T3105] 5 x 2 TB SATA Hard Drive - Capacity: ~8 TB configured as RAID5  RAID Drive Set 2: [T3105] 5 x 2 TB SATA Hard Drive - Capacity: ~8 TB configured as RAID5  RAID Drive Set 3: [T3105] 5 x 2 TB SATA Hard Drive - Capacity: ~8 TB configured as RAID5  NIC (Network Interface Card) Options are in addition to the on-board 1 Gigabit network ports : None  <b>Training: Free Training with Purchase</b></p> <p><u>Standard features:</u>  Windows 11 Professional (64 bit) [T0045]  Other Operating System included:  <ul style="list-style-type: none"> <li>SUSE Professional Linux (64 bit)</li> </ul> System Restore Media - Bootable Blu-ray disc containing restore environment and factory configured operating system images</p> <p><b>Hardware Write Blocking:</b>  Digital Intelligence® UltraBay 4d Hardware Write-Blocker with touch</p>	1	\$13,499.00	\$13,499.00

screen display:

- Integrated IDE Drive Write Blocker
- Integrated SATA Drive Write Blocker
- Integrated SAS Drive Write Blocker
- Integrated USB 3.0/2.0 Write Blocker
- Integrated FireWire IEEE 1394b Write Blocker
- Integrated PCIe Write Blocker
- Write-Block and Read/Write visibility via Lock/Unlock LEDs
- Read and write mode capabilities for all device ports controlled via front panel
- Allows simultaneous imaging of 2 attached devices

Digital Intelligence® Integrated Forensic Media Card Reader - Read-Only and Read/Write switchable

Digital Intelligence® Imaging Workshelf - Extendable/Retractable with integrated ventilation

#### Detailed System Specifications:

- ATX Double-Wide Black Server Case 23 x 5¼" Bays
- 23 ½" High (25½" w/Wheels), 16¼" Wide, 28" Deep
- 1200 Watt Modular power supply
- Dual Intel® Socket P (LGA 3647) Motherboard for Intel® Xeon® Scalable Processors Family (205W)
- Intel® C621 Chipset
- 12 DIMM Slots supporting DDR4 2666/2400 Registered ECC (RDIMM, LR-DIMM) Memory
- 7 PCI-Express 3.0 (x16) Slots
- 8 ports Intel® 6 Gb/s SATA Controller
- 2 ports ASMedia® 6 Gb/s SATA Controller
- 4 x U.2 connector
- 1 x M.2 Socket 3, with M Key
- 2 Intel® I210-AT Gigabit LAN RJ45 ports
- Realtek® S1220A 7.1-Channel High Def Audio CODEC
- 1 x Optical S/PDIF out
- 1 x 8-channel Audio I/O
- 1 PS/2 Ports (Keyboard & Mouse Combo)
- 4 USB 2.0 ports - Back Mounted
- 3 USB 3.0 ports - Front Mounted
- 5 USB 3.1 Gen 1 ports - Back Mounted
- 1 USB 3.1 Gen 1 Type C port - Back Mounted
- 1 USB 3.1 Gen 2 port - Back Mounted
- 1 USB 3.1 Gen 2 Type C port - Back Mounted
- 2 x Shock Mounted SATA Removable Hard Drive Bays
- 3 x HotSwap Shock Mounted Removable Hard Drive Bays with Read Only switch
- BD-R/BD-RE/DVD-RW/CD-RW Blu-ray Burner Dual-Layer Combo Drive

#### Three RAID Chassis Option - [T51111]

16 Channel PCIe 12 Gb/s SAS/SATA RAID Controller

Qty 3 - 5 bay Drive Chassis

103 key Keyboard and Mouse Combo - Wireless

Toolbox containing: Adapters, Cables, Precision Electronics Tool Kit and OEM Documents

Other Software included: Symantec Ghost

Warranty: 3 years

Dimensions: 23 ½" High (25½" w/Wheels), 16¼" Wide, 28" Deep  
Weight: 150 lbs



S6670	<p><b>Passware Kit Ultimate</b></p> <p><u>Registered to:</u>  Andrew Hoekzema  Capital Area Council of Governments  6800 Burlleson Road, Bldg. 310, Ste. 165  Austin TX 78744  United States  Phone (512) 916-6046  Email ahoekzema@capcog.org</p> <p><u>Standard features:</u>  Bundle Passware Kit Forensic and Passware Kit Mobile solution.  Includes the T2 Apple security chip add-on, ten (10) Passware Kit Agents, and Passware Kit Forensic on-line training.</p>	3	\$3,995.00	\$11,985.00
K4007	<p><b>VPER KIT with TX1</b></p> <p><u>Customer selected options:</u>  Motherboard Chipset: Intel® H670 Express Chipset  OS: [T0045] Windows 11 Pro 64 bit  CPU: [T1449] Intel i7-12700 12 Core 2.1 GHz (4.9 Turbo), 25 MB Cache  RAM: [T2419] 64 GB PC4-25600 DDR4 3200  Graphics Card: [T0042] NVIDIA GeForce RTX 3060 6GB GDDR6  OS Drive - Internal PCIe M.2 SSD: [T3043B] 500 GB M.2 NVMe PCIe Solid State Drive - PRO Series  Drive 2 - Internal PCIe M.2 SSD: None Selected  Drive 3 - SATA Interface: None Selected</p> <p><b>Training: Free Training with Purchase</b></p> <p><u>Standard features:</u>  Windows 11 Professional (64 bit) [T0045]  Other Operating System included:</p> <ul style="list-style-type: none"> <li>• openSUSE Tumbleweed (64 bit)</li> </ul> <p><b>System Restore Media:</b></p> <ul style="list-style-type: none"> <li>• Bootable Blu-ray disc containing restore environment and factory configured operating system images.</li> </ul> <p><b>Hardware Write Blocking:</b></p> <ul style="list-style-type: none"> <li>• UltraBay 4 Portable combination forensic bridge. Supports forensic imaging of SATA, SAS, USB 3.0, PCIe, FireWire, and IDE devices [W5170]</li> <li>• TX1Forensic Imager [D6280]</li> <li>• Digital Intelligence® Forensic Media Card Reader - Read-Only and Read/Write switchable [W2530]</li> </ul> <p><b>Detailed System Specifications:</b></p> <ul style="list-style-type: none"> <li>• Intel® H670 Chipset</li> <li>• 15.6" Full HD (1920x1080) Display, 16:9 panel, 2.6mm</li> <li>• NVIDIA® GeForce™ RTX 3060 with 6 GB GDDR6 VRAM</li> <li>• 1 RJ-45 LAN (10/100/1000Mbps)</li> <li>• Intel® Wi-Fi 6 AX201 - 802.11ax, Dual Band, Wi-Fi 6 + Bluetooth 5.1@</li> <li>• 6-in-1 Push-Push Card Reader (MMC/RSMC/SD/Mini-SD/SDHC/SDXC)</li> <li>• 1.0 Megapixel FHD Video Camera</li> <li>• High Definition Audio</li> <li>• Microphone</li> <li>• Speakers (2)</li> <li>• 19mm Full-Size Keyboard with numeric keypad - Illuminated</li> <li>• Touch Pad pointing device (2 buttons) with multi gesture and</li> </ul>	2	\$10,599.00	\$21,198.00

- Touch Pad pointing device (2 buttons) with multi-gesture and scrolling function
- 1 HDMI Port
- 1 Mini DisplayPort 1.4 ports
- 1 DisplayPort 1.4 over USB 3.2 Gen 2 (Type-C)
- 2 USB 3.2 Gen 2 Ports (Type A)
- 1 USB 2.0 Port (Type A)
- 1 2-in-1 Audio Jack (Headphone / Microphone)
- 1 Microphone jack
- 6 Cell Smart Lithium-Ion, 62WH Battery Pack
- Kensington Lock Slot
- Intel® PTT (Platform Trust Technology) without hardware TPM
- Universal AC Adapter (100~240V AC 50/60hz)

**Laptop Dimensions:** 14.21 x 10.16 x 1.28 (inches)

**Laptop Weight:** 5.96 lbs (complete system + battery)

**Warranty:** Laptop 3 years - (1 year on laptop battery and AC power adapter). All other items 1 year.

**Included Accessories:**

- W4610 USB3.1 Write Protect switchable External Drive Enclosure - Qty 1
- X6021 VPER-TX1: Pelican 1620, lid organizer, custom foam - Qty 1
- W5170 UltraBay 4P (T356789iu) - UltraBay 4 Portable - Qty 1
- W2530 Digital Intelligence® UltraBlock USB 3 Forensic Card Reader - Qty 1
- D6280 TX1 Forensic Imager - Qty 1
- A6027 TX1-S1 SATA/SAS Drive Bay - Qty 1
- X1040 TP6 Power Supply for TX1 - Qty 1
- C3010 TC-PCIe-8 Cable. PCIe adapter cable, 8" length - Qty 1
- A1520 TDA7-5 PCIe IDE Adapter - Qty 1
- A1500 TDA7-1 PCIe Card SSD Adapter - Qty 1
- A1510 TDA7-2 PCIe M.2 SSD Adapter - Qty 1
- A1515 TDA7-3 PCIe Adapter for Apple - Qty 1
- A1517 TDA7-4 PCIe U2 Adapter Cable - Qty 1
- A1525 TDA7-7 Apple 2016+ PCIe SSD Adapter - Qty 1
- C3005 TC-PCIe-4 Cable. PCIe adapter cable, 4" length - Qty 1
- W6002 Soft-sided, zippered nylon bag - Qty 1
- C5100 TC6-8 IDE Data Cable, 8" length - Qty 1
- C5150 TC6-2 IDE Data Cable, 2" length - Qty 2
- C5200 TC3-8 SATA Data Cable, 8" length - Qty 1
- C5451 TC4-8-R3 SAS Unified Power & Signal Cable - Qty 4
- C5001 TC2-8-R2 Hard disk power cable for IDE (3M to Molex) - Qty 2
- C5002 TC5-8-R2 Hard disk power cable for SATA (SATA to 3M) - Qty 1
- C1003 USB 3.0 A to B Cable - Qty 2
- C2500 FireWire800 9 pin to 9 pin cable 6ft - Qty 2
- A4100 Hard Drive Adapter 2.5 Inch - Qty 1
- A4200 Hard Drive Adapter 1.8 Inch - Qty 1
- A4300 TDA5-ZIF ZIF HD Adapter w/ case - Qty 1
- C9001 TC20-BNDL ZIF Cable - Qty 1
- A4500 TDA3-1 Micro SATA HD Adapter - Qty 1
- A4700 SATA LIF Adapter - Qty 1
- A4710 SATA III to M.2/mSATA Adapter - Qty 1
- A4800 Blade Type SSD Adapter - Qty 1
- T3014 2 TB SATA Hard Drive - Qty 3
- X1250 Precision Electronics Tool Kit - Qty 1
- X1102 Power Strip - 120/240 Volts for VPER Kit - Qty 1
- X1101 Universal Power Adapter for VPER Kit - Qty 1
- T7714 External USB BR-RE/CDRW/DVDRW BluRay Burner Drive - Qty 1

**Kit Dimensions:** 25 x 20 x 15 (inch)

**Kit Weight:** 58 lbs

**Subtotal \$46,682.00**

Shipping - UPS Ground	\$174.68
Shipping - Must Be Quoted	\$0.00
<p>Shipping for some items in this order cannot be calculated online and the shipping cost quoted for this order is incomplete. Please contact Digital Intelligence for a complete quote including shipping costs.</p>	
<b>Order Total</b>	<b>\$46,856.68</b>

Standard Terms & Conditions
<ul style="list-style-type: none"> <li>• All prices are in U.S. Dollars.</li> <li>• Shipping cost does not include import taxes or fees. Non-U.S. recipients pay all applicable import taxes or fees.</li> <li>• This quote is valid for 30 days from date of issue.</li> <li>• To order please contact Digital Intelligence by email, phone or fax using the contact info listed at the top of this quote.</li> <li>• Payment in full is required prior to shipment unless credit terms are approved in advance by Digital Intelligence.</li> </ul> <p>Thank you for your interest.</p>

Prepared by: Digital Intelligence website [automated]

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**Agency Name:** Capital Area Council of Governments  
**Grant/App:** 4397101 **Start Date:** 12/1/2021 **End Date:** 7/31/2023

**Project Title:** Regional Cyber Resiliency  
**Status:** Active Grant

### Eligibility Information

**Your organization's Texas Payee/Taxpayer ID Number:**  
17416893810000

### Application Eligibility Certify:

Created on:11/23/2021 12:42:36 PM By:OOG Grant Writer

### Profile Information

**Applicant Agency Name:** Capital Area Council of Governments  
**Project Title:** Regional Cyber Resiliency  
**Division or Unit to Administer the Project:** Homeland Security  
**Address Line 1:** 6800 Burlison Road  
**Address Line 2:** Building 310, Suite 165  
**City/State/Zip:** Austin Texas 78744-2306  
**Start Date:** 12/1/2021  
**End Date:** 7/31/2023

**Regional Council of Governments(COG) within the Project's Impact Area:** Capital Area Council of Governments  
**Headquarter County:** Travis  
**Counties within Project's Impact Area:** Bastrop,Blanco,Burnet,Caldwell,Fayette,Hays,Lee,Llano,Travis,Williamson

### Grant Officials:

#### Authorized Official

**Name:** Betty Voights  
**Email:** bvoights@capcog.org  
**Address 1:** 6800 Burlison Road, Building 310, Suite 165  
**Address 1:**  
**City:** Austin, Texas 78744  
**Phone:** 512-916-6008 Other Phone: 512-916-6000  
**Fax:** 512-916-6001  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Executive Director

#### Financial Official

**Name:** Silvia Alvarado  
**Email:** salvarado@capcog.org  
**Address 1:** 6800 Burlison Rd  
**Address 1:** Building 310, Suite 165  
**City:** Austin, Texas 78744  
**Phone:** 512-916-6170 Other Phone:  
**Fax:**  
**Title:** Ms.  
**Salutation:** Ms.  
**Position:** Senior Accountant

#### Project Director

**Name:** Martin Ritchey  
**Email:** mritchey@capcog.org  
**Address 1:** 6800 Burlison Road  
**Address 1:** Building 310, Suite 165  
**City:** Austin, Texas 78744  
**Phone:** 512-916-6026 Other Phone: 512-636-5681  
**Fax:** 512-916-6001  
**Title:** Mr.

**Salutation:** Mr.

**Position:** Director Homeland Security

### **Grant Writer**

**Name:** Deedra Harrison

**Email:** dharrison@capcog.org

**Address 1:** 6800 Burleson Rd

**Address 1:** Bldg 310, Suite 165

**City:** Austin, Texas 78744

**Phone:** 512-916-6035 Other Phone: 512-981-9432

**Fax:**

**Title:** Ms.

**Salutation:** Mr.

**Position:** Admin Coord

### **Grant Vendor Information**

**Organization Type:** Council of Government (COG)

**Organization Option:** applying to provide homeland security services

**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17416893810000

**Unique Entity Identifier (UEI):** G8PJAY9Q2YM8

### **Narrative Information**

#### **Overview**

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

#### **Primary Mission and Purpose**

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

#### **Eligibility Requirements**

### **Criminal History Reporting**

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2021, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions and other dispositions within five business days to the Criminal Justice Information System at the Department of Public Safety. Click [here](#) for additional information from DPS on this new reporting requirement.

### **Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted. Note: UCR is transitioning from summary reporting to NIBRS only in 2021. Applicants are encouraged to transition to NIBRS as soon as possible in order to maintain their grant eligibility.

### **National Incident Management System (NIMS) Implementation**

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

### **Emergency Management Plans**

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Department of Public Safety, Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period and must be at least at the Intermediate Level. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at [tdem.plans@tdem.texas.gov](mailto:tdem.plans@tdem.texas.gov).

### **Eligibility Requirements**

#### **Program Income**

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

**Deduction Method** - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

**Asset Seizures and Forfeitures** - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

### **Program Requirements**

## Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

## Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

## Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

## Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

I certify to all of the application content and requirements.

## Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

**This project will provide training, equipment and supplies for the cyber response team. Items will include NIMS 13-508-1212 Cyber Incident Response tools: Digital forensics tool suite; Write-block hardware devices; Devices capable of live memory capture. Customized computer towers, servers, write blocking devices, and peripherals. This project will support cyber resiliency and recovery planning throughout the region by providing local/regional policy development, best practices workshops, and vulnerability identification. The project will work with policymakers such as elected officials and senior organizational management, IT infrastructure and data managers, emergency managers, and law enforcement. A regional working group will be established for the purposes of creating a trusted body of membership and a regional cyber response team.**

## Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

**This project supports the Cybersecurity target capability as identified on pages 12 and 26 of the CAPCOG THIRA. Cyber-attacks, such as ransomware attacks, are occurring with increasing frequency and often target critical infrastructure, private sector stakeholders, or government entities. As noted in the CAPCOG THIRA, the CAPCOG region has minimal current capacity to address disruptions caused by cyber-attacks,**



which result in economic disruption and dislocation to local businesses and residents.

**Existing Capability Levels :**

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

CAPCOG has previously supported Cyber issues through training, exercises, and symposiums. We have created a contact list of local government IT leaders. However, as a result, periodic communication on developing problems and cross communications between IT and Emergency Management has begun, although on a limited basis.

**Capability Gaps:**

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

As identified in the CAPCOG Stakeholder Preparedness Review (SPR) on page 21, there are disparities between jurisdictional capabilities to address cybersecurity needs or issues within the region. While some jurisdictions have staff and resources to dedicate to cybersecurity concerns, not all jurisdictions have equal capabilities, and there are no regional standards, policies, or plans sufficient to address these gaps. Additional coordination, training, and planning initiatives are necessary to create cohesive plans for addressing these capability gaps, and Cyber Security initiatives are identified as a priority for 2022 (SPR page 69).

**Impact Statement :**

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

This project supports the Enhancing Cybersecurity investment area and will aid in preventing, preparing for, protecting against, and responding to acts of terrorism; help the State to meet its target capabilities; and otherwise reduce overall risk to the State by supporting the security and functioning of critical infrastructure and core capabilities in terms of preventing, preparing for, protecting against, or responding to acts of terrorism and identifying, assessing, and managing cyber risk consistent with the Texas Cybersecurity Plan and Functions outlined in the National Institute of Standards and Technology's Framework for Improving Critical Infrastructure Cybersecurity. Budget: The cost-effectiveness of this project will be maximized through the use of competitive bidding processes, compliance with organizational procurement policies, continued promotion of mutual aid, and the sharing and use of statewide or regional assets when possible/appropriate. Impact: This project will close Cybers capability gaps identified in the State's Stakeholder Preparedness Review (SPR) and address national priorities as outlined in the FY2021 NOFO by helping to ensure appropriate authorities review and update cyber incident plans/annexes based on evolving threats covering publicly managed and/or regulated critical infrastructure facilities. Improvement of this capability/progress towards the Capability Target identified in the SPR will be measured and evaluated through the SPR quantitative review process, which assesses capabilities built, sustained, or lost over time. Collaboration: The recipient is not aware of any existing logistical, technological, legal, policy, or other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness. In the event that such an impediment should be identified, the recipient will actively coordinate with relevant partners to alleviate and/or eliminate the obstacle. The recipient will continue to collaborate with all partners to prevent, prepare for, protect against, and respond to acts of terrorism; meet target capabilities; support the national security mission of DHS and other federal agencies; and otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation.

**Homeland Security Priority Actions:**

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

**2.1.5: Establish routine coordination processes between government and critical infrastructure support representatives through the Private Sector Advisory Council and other forums to promote information sharing and collaboration on physical and cybersecurity issues.**

**Target Group :**

Identify the target group and population expected to benefit from this project.

**CAPCOG Region - including local government partners and strategic infrastructure partners and the cyber response team.**

**Long-Term Approach:**

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.



**Long term sustainability of this planning initiative is dependent on future grants and the availability of local funding.**

### Project Activities Information

#### HSGP Instructions for Project Activity Selection

**Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".**

#### Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Enhancing Cybersecurity	100.00	Projects to support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Projects to identify, assess, and manage cybersecurity risk consistent with the Texas Cybersecurity Strategic Plan and Functions outlined by the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity. Examples include but are not limited to: Cybersecurity risk assessments; Projects that address vulnerabilities identified in cybersecurity risk assessments; Projects to improve cybersecurity to meet minimum levels identified by CISA; and Cybersecurity training and planning. Projects must primarily address one of the designated Core Capabilities for this Priority Area. (Designated Core Capabilities: Cybersecurity; Intelligence and Information Sharing). Project activities will support cyber resiliency and recovery planning throughout the region by providing local/regional policy development, best practices workshops, and vulnerability identification. The project will work with policymakers such as elected officials and senior organizational management, IT infrastructure and data managers, emergency managers, and law enforcement. Development of a regional working group for the purposes of creating a trusted body of membership and a regional cyber response team.

### Measures Information

#### Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	3
Number of individuals participating in exercises.	112
Number of people trained.	30
Number of planning/coordination meetings attended.	8
Number of planning/coordination meetings conducted (including whole community as appropriate).	4
Number of plans developed or updated.	10
Number of risk assessment technical assistance sessions conducted.	2
Number of risk assessments conducted.	10
Number of trainings conducted.	3

**Objective Outcome Measures**

<b>OUTCOME MEASURE</b>	<b>TARGET LEVEL</b>
Number of networks/systems protected with new grant-funded equipment, hardware or software.	10
Number of stakeholders participating in planning/coordination meetings.	60

**Custom Output Measures**

<b>CUSTOM OUTPUT MEASURE</b>	<b>TARGET LEVEL</b>
------------------------------	---------------------

**Custom Outcome Measures**

<b>CUSTOM OUTCOME MEASURE</b>	<b>TARGET LEVEL</b>
-------------------------------	---------------------

**Resolution from Governing Body**

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

**Contract Compliance**

**Will PSO grant funds be used to support any contracts for professional services?**

**Select the appropriate response:**

Yes  
 No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

To ensure CAPCOG effectively manages contracts for services and equipment, in coordination with the Director of Administration, our staff is responsible for monitoring contract compliance. The monitoring system shall: 1. Ensure accountability; 2. Ensure that contract goals and obligations are established in unambiguous terms; 3. Review contractor performance against the statement of work and other contract terms; 4. Require prompt corrective action upon evidence of any violations; and 5. Identify in writing all problems, corrective actions and plans.

**Lobbying**

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

Yes  
 No  
 N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Yes  
 No  
 N/A

**Fiscal Year**

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2021

Enter the End Date [mm/dd/yyyy]:

9/30/2022

**Sources of Financial Support**

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

5771723

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

1392104

**Single Audit**

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

**Yes**  
 **No**

**Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.**

**Enter the date of your last annual single audit:**

**5/12/2021**

**Debarment**

**Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):**

- **Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;**
- **Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or**
- **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.**

**Select the appropriate response:**

**I Certify**  
 **Unable to Certify**

**Enter the debarment justification:**

**FFATA Certification**

**Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.**

**In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?**

**Yes**  
 **No**

**Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?**

**Yes**  
 **No**

**If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).**

**Position 1 - Name:**

**Position 1 - Total Compensation (\$):**

**0**

**Position 2 - Name:**

**Position 2 - Total Compensation (\$):**

**0****Position 3 - Name:****Position 3 - Total Compensation (\$):****0****Position 4 - Name:****Position 4 - Total Compensation (\$):****0****Position 5 - Name:****Position 5 - Total Compensation (\$):****0**

### **Homeland Security Information**

#### **FUND SOURCE INFORMATION AND REQUIREMENTS**

**DHS Project Type: Establish/enhance cyber security program**

#### **Capabilities**

**Core Capability: Cybersecurity****Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)****Are the assets or activities Deployable or Shareable: Deployable****Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures****X   Check if these funds will support a project that was previously funded with HSGP funding**

#### **Project Management Step Involved:**

**Check the step that most closely resembles the phase of the project activities to be completed during the grant period.****Step: Execute****Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.****Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.**

#### **Milestones**

**Milestone: Prepare workplan with Stakeholders; Completion Date: 02-28-2022****Milestone: Senior Stakeholder Conference; Completion Date: 03-31-2022****Milestone: Purchase and deploy items for team; Completion Date: 05-31-2022****Milestone: Complete/review planning documents from stakeholders; Completion Date: 08-30-2022****Milestone: Complete Tabletop Exercise; Completion Date: 07-31-2023**

#### **NIMS Resources**

**Check if this project supports a NIMS typed resource****Enter the name of the typed resources from the Resource Type Library Tool: Cyber Incident Responder****Enter the ID of the typed resources from the Resource Type Library Tool: 13-509-1250**

### **General Assessment Information**

**Your General Assessment is due on or before: 5/1/2022****1. Does the agency's accounting system:**

**a. identify expenditures separately for each budget cost category shown on your approved OOG budget?**

**Yes**  
 **No**

**b. identify the receipts and expenditures of program funds separately for each award you receive?**

**Yes**  
 **No**

**2. In the past five years, has the agency been responsible for managing:**

**a. Federal Funds**

**Yes**  
 **No**

**b. State Funds**

**Yes**  
 **No**

**c. OOG Funds**

**Yes**  
 **No**

**3. Does the agency have formal written policies and procedures in the following areas:**

**a. Management of Financial and Other Records**

**Yes**  
 **No**

**b. Reports for Program Management**

**Yes**  
 **No**

**c. Personnel Management**

Yes  
 No

**d. Investigating fraud, waste, abuse and/or illegal activity**

Yes  
 No

**4. Does the agency:**

**a. use a management system that tracks grant spending?**

**Always**

**b. use current accounting practices for financial record-keeping and accounting?**

**Always**

**c. use systems to generate reports and/or data for planning and reporting?**

**Always**

**d. retrieve programmatic or financial information quickly and efficiently?**

**Always**

**5. How many years has this project been in operation? Note: Include years prior to OOG grant funding, i.e., all years program activities have been performed by the grantee.**

**Years**

**Months**

**The next three (3) questions ask about your grant project's key personnel. Key Personnel is defined as any grant official and/or any other position(s) deemed essential by the grantee to the successful completion of grant activities (both programmatic and financial).**

**6. As of today, how many key personnel work to support this grant project?**

**7. How many key personnel that support this grant project have left employment in the past 12 months? The answer for question 5 must equal or exceed 12 months before question 7 is available to answer.**

**0  Program has not been in operation for 1 year.**

**8. How many key personnel that support this grant project have worked within the program for at least two years?**

The answer for question 5 must equal or exceed 24 months before question 8 is available to answer.

**X** Program has not been in operation for 2 years.

### Fiscal Capability Information

#### Section 1: Organizational Information

\*\*\* FOR PROFIT CORPORATIONS ONLY \*\*\*

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

#### Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

Yes

No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

Yes

No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

Yes

No

Does the organization prepare financial statements at least annually?

Select the appropriate response:



Yes  
 No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

Yes  
 No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

Yes  
 No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

Yes  
 No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

Yes  
 No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

Yes  
 No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

#### Budget Details Information

##### Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Exercise Services (Exercises)	Texas A&M Extension service will conduct a	\$19,612.00	\$0.00	\$0.00	\$0.00	\$19,612.00	0

		tabletop exercise of \$19,612.00 to validate training. CISA provided training and plans. This exercise will take place in May at CAPCOG and will drive our annual regional exercise the following day. We expect 30 persons representing our region to attend.							
Contractual and Professional Services	Conference and/or Training Services (Training)	Training for regional cyber response team and local jurisdictions for cyber response, recovery, mitigation. This line item will be updated as more details are available. A request for budget adjustment will be made specifying the name of training, number of personnel attending, date(s), location(s).	\$17,888.00	\$0.00	\$0.00	\$0.00	\$17,888.00	0	
Equipment	05NP-00-SCAN Tools, Network Vulnerability Scanning	Customized computer towers, servers, write blocking devices, and peripherals with cyber forensics in mind. This hardware include CRU WiebeTech Forensic Field Kit (1,800) ; Tableau TK8U Forensic USB 3.0 Bridge Kit (\$2,000); UltraKit v5 +	\$32,735.00	\$0.00	\$0.00	\$0.00	\$32,735.00	4	

		TX1 (\$5,100); FRED SR Forensic System (\$13,000). Quantity purchased will be two of each (or similar) or as funds allow.							
Supplies and Direct Operating Expenses	Project Supplies (Exercises)	Supplies to outfit 30 team members which include computer cables, power cables, keyboards, trackpads and mice, portable tables, chairs, indoor and outdoor signage (portable) to direct to operational locations, color coded shirts for differentiating classification and access levels, cases for carrying equipment along with handling items (straps dollies), badging supplies, office supplies, portable lights, backpacks.. .	\$12,249.94	\$0.00	\$0.00	\$0.00	\$12,249.94	0	

**Source of Match Information**

**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
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**Summary Source of Match/GPI:**

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

## Budget Summary Information

### Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$37,500.00	\$0.00	\$0.00	\$0.00	\$37,500.00
Equipment	\$32,735.00	\$0.00	\$0.00	\$0.00	\$32,735.00
Supplies and Direct Operating Expenses	\$12,249.94	\$0.00	\$0.00	\$0.00	\$12,249.94

### Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$82,484.94	\$0.00	\$0.00	\$0.00	\$82,484.94

## Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
Other Condition of Funding. Please update Contractual and Professional Services - Training services line item to include name of the training, date(s), location(s), and specifics for cost basis (e.g. instructor fees, price per attendee). When known create an adjustment to update the BLI description for "Travel and training". The description of travel should included details on the dates, location and purpose of travel.	12/7/2021 9:46:21 AM		No	Yes
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	12/7/2021 9:46:21 AM		No	No

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