



## Executive Committee | Agenda

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10 a.m., Wednesday, August 9, 2023  
CAPCOG Lantana Room  
6800 Burlleson 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 July 12, 2023 Meeting**
3. **Consider Accepting the Quarterly Investment Report**  
Silvia Alvarado, Director of Finance
4. **Review the CAPCOG Investment Policy**  
Silvia Alvarado, Director of Finance
5. **Consider Recommending Approval of the FY 2024 Annual Budget to the General Assembly**  
Andrew Hoekzema, Deputy Executive Director
6. **Consider Recommending Nominating Committee Members to the General Assembly**  
Betty Voights, Executive Director
7. **Consider Adopting a Proclamation Recognizing September 18-22, 2023 as Falls Prevention Awareness Week**  
Patty Bordie, Director of Aging Services
8. **Consider Adopting a Proclamation Declaring September 2023 as CAPCOG Preparedness Month**  
Dee Harrison, Homeland Security Program Manager
9. **Consider Authorizing Purchase of Mavic3T Unmanned Aerial Vehicles and DroneSense Software Licenses**  
Dee Harrison, Homeland Security Program Manager

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

10. **Consider Amending a Contract Amount for Combined Community Action Inc. Nutrition Services**  
**Patty Bordie, Director of Aging Services**
11. **Consider Awarding a Contract to Dahill for Copier and Printing Leasing and Maintenance**  
**Kelly Claflin, Chief Information Security Officer**
12. **Report on Annual Performance Evaluation of the Executive Director**  
**Judge James Oakley, Chair**
13. **Consider Approving Committee Appointments**  
**Betty Voights, Executive Director**
14. **Staff Reports**
15. **Adjourn**

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



## Executive Committee | Summary Minutes

10 a.m., Wednesday, July 12, 2023  
6800 Bureson Road  
Building 310, Suite 155  
Austin, TX 78744

### Present (17)

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  
Council Member Kevin Hight, City of Bee Cave  
Judge Brett Bray, Blanco County  
Commissioner Joe Don Dockery, Burnet County  
Judge Hoppy Haden, Caldwell County  
Mayor Pro Tem Esme Mattke Longoria, City of Leander  
Commissioner Steven Knobloch, Lee County  
Judge Ron Cunningham, Llano County  
Council Member Janice Bruno, City of Smithville  
Commissioner Russ Boles, Williamson County

### Absent (7)

Ms. Connie Schroeder, City of Bastrop  
Judge Dan Mueller, Fayette County  
Council Member Ron Garland, City of Georgetown  
Mayor Pro Tem Doug Weiss, City of Pflugerville

Judge Andy Brown, Travis County  
Commissioner Ann Howard, Travis County  
Commissioner Cynthia Long, Williamson County

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

Judge Oakley called the meeting to order at 10:03 a.m. and led the board in the pledges of allegiance to the national and state flags.

#### 2. **Consider Approving Minutes for the June 14, 2023 Meeting**

Judge Oakley asked the board to consider the June 14, 2023 meeting minutes. Mayor White made a motion to approve the minutes. Commissioner Ingalsbe seconded the motion. The motion passed unanimously with Mayor Hughson abstaining because she was not at the meeting.

#### 3. **Consider Adopting a Resolution Approving CAPCOG's CDBG Mitigation Method of Distribution (MOD) Dee Harrison, Homeland Security Program Manager**

Ms. Harrison asked the board to consider adopting the resolution acknowledging approval of CAPCOG's CDBG Mitigation Method of Distribution during its June meeting. She noted that although the board had recently approved this, the General Land Office was now requesting a resolution to accompany the board's action.

Commissioner Dockery made a motion to adopt the resolution approving the MOD. Council Member Bruno seconded the motion. It passed unanimously.

#### 4. **Consider Approving a Contract with University of Houston for an Air Quality Monitoring Project Anton Cox, Air Quality Program Manager**

Mr. Cox said staff is seeking to enter into an interlocal agreement with the University of Houston to use its mobile air quality lab, which can travel around the region measuring air quality. He noted this will allow CAPCOG to collect more data between static monitoring sites and learn more about how harmful air pollutants moves throughout the region.

Judge Oakley asked if the lab could be used in Burnet County and collect particulate matter data, too. Mr. Cox said because CAPCOG is using Near-Nonattainment funds from the Texas Commission on Environmental Quality, it can only be used for ground level ozone and must stay within the five-county metropolitan statistical area. Mayor Pro Tem Baker asked how CAPCOG is going to decide where to deploy the lab. Mr. Cox said staff, the Clean Air Coalition, the Clean Air Coalition Advisory Committee, and the University of Houston will work together to determine the best sites for the mobile lab. Commissioner Ingalsbe asked if lab should be deployed more than four weeks. Mr. Cox said this initial usage of the lab is a test run to see if the data will be helpful before using it for longer periods of time.

Judge Bray made a motion to approve the contact with the University of Houston for an Air Quality Monitoring Project. Mayor Pro Tem Baker seconded the motion. It passed unanimously.

**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**

Mr. Cox explained that two EPA grants to study particulate matter in the region included St. Edwards and Huston-Tillotson universities as subrecipients. He said contracting with universities allows for CAPCOG to pay for services while also defining their role of training faculty and students on using and maintaining the particulate matter air quality monitors that will be placed strategically around the region. Mr. Cox said the training also will allow CAPCOG to continue to operate the monitors after the grant period ends.

Judge Oakley requested that CAPCOG ask elected officials where the particulate matter monitors be placed around the region. Mayor Pro Tem Baker asked if the monitors could be used to measure the transportation of particulates into the MSA counties. Mr. Cox said they could be positioned in a way that measures air pollution exiting a non-MSA county into MSA county. Deputy Executive Director Andrew Hoekzema told the board that CAPCOG has yet to receive the grant funds from the EPA but expects them soon and approving the contracts would expedite the projects once the funds are received.

Mayor Pro Tem Baker made a motion to approve the contracts with St. Edwards and Huston-Tillotson universities for PM<sub>2.5</sub> monitoring projects. Judge Cunningham seconded the motion. It passed unanimously.

**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**

Ms. Bordie said the FY 2024-2026 AAACAP Area Plan had significantly greater community input than previous years with more than 450 residents and older adult service providers completing input surveys. She said the plan is required by the Older Americans Act and tells the story of the region’s older adults while setting the strategies and goals for how best to assist older adults throughout the region. Ms. Bordie said the plan creates a regional profile through socio-economic demographics from a variety of sources. She noted increasing demographics of older adult populations include people providing selfcare, people with mobility impairments, minorities, those facing poverty, and people who live alone.

Judge Cunningham asked if it was possible to derive from those living alone who are living independently and who are dependent on others for care. Ms. Bordie getting that granular on the demographics is hard, but CAPCOG could attempt to narrow down the demographic.

Ms. Bordie said the plan laid out the following key strategies for service delivery and new goals for AAACAP:

- Outreach to hard-to-reach populations

- Increase access to long-term services and supports
- Transportation – continued participation with the Capital Area Regional Transportation Coordination Committee (RTCC); explore voucher options
- Provide Person-Centered Practices - Choice
- Increase consumer directed services
- Ensure cultural competency
- Address social isolation
- Support family caregivers
- Enhance community collaborations
- Increase emergency preparedness for older adults with community partners
- Safe and affordable housing and homelessness prevention
- Support community partners across the region in developing age-friendly organizations

Mayor Hughson made a motion to approve the FY 2024-26 AAACAP Area Plan for submission to the Texas Health and Human Services Commission. Mayor Pro Tem Longoria seconded the motion. It passed unanimously.

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

**Betty Voights, Executive Director**

Judge Oakley asked if there were any appointments. Ms. Voights said CAPCOG hadn't received any. Judge Oakley asked if there were any appointments from the floor. Hearing none, he said no action was to be taken.

**8. Consider Authorizing Purchase of Equipment and Licenses for CAPCOG Cyber Resiliency Project**

**Kelly Claflin, Chief Information Security Officer**

Mr. Claflin said a Homeland Security initiative involves creating a team of about 30 volunteers from counties and municipalities around the region to serve on its cybersecurity incident response team. He said the equipment CAPCOG is seeking to purchase will be used to train the team as well as in the response to cyberattacks. The equipment will be able to help local governments get back up and running if they are victims of a cyberattack by allowing their users isolate, investigate, and recover digital information targeted by cyberattacks. Mr. Claflin said the funding to pay for the equipment is from a 2021 Office of the Governor Public Safety Office grant.

Mayor Hughson made a motion to authorize the purchase of equipment and licenses for the CAPCOG Cyber Resiliency Project. Commissioner Ingalsbe seconded the motion.

Council Member Bruno asked if CAPCOG checked what the military in San Antonio was using. Mr. Claflin said the hardware and software being purchased is highly recommended by law enforcement, military and the courts.

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

**9. Staff Reports**

**Betty Voights, Executive Director**

Ms. Voights said CAPCOG is again doing county road inventory reports for the Texas Department of Transportations for the non-metropolitan planning organization counites. She stated if a county wants CAPCOG to do the work, they need to get a delegation form signed by CAPCOG then submit it to TxDOT.

Ms. Voights mentioned the Striking a Balance Family Caregiver's Conference is coming up in August. She also noted that her annual performance evaluation is done by the Officers in August, and they have asked that her evaluation form will be emailed to the executive committee members to return before the August meeting.

**10. Adjourn**

Judge Oakley adjourned the meeting at 11:07 a.m.

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

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Date

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 9, 2023

**AGENDA ITEM:** #3 Consider Accepting the Quarterly Investment Report

### GENERAL DESCRIPTION OF ITEM:

The Public Funds Investment Act and the CAPCOG Investment Policy require that a quarterly investment report be prepared for the Executive Committee. This report is for the quarter ending June 30, 2023.

All of CAPCOG's investments are in the Texas Local Government Investment Pool (TexPool).

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

During the quarter the market interest rate earned was approximately 4.97%.

Total interest earnings for the quarter were \$385,766.

### THIS ITEM REPRESENTS A:

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

**PRIMARY CONTACT/STAFF MEMBER:** Silvia Alvarado, Director of Finance

### BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

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

### PROCUREMENT:

N/A

### ACTION REQUESTED:

Accept the Quarterly Investment Report

**BACK-UP DOCUMENTS ATTACHED:** Quarterly Investment Report (5 pages)

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



# Capital Area Council of Governments

## Quarterly Investment Report Summary April 1, 2023 to June 30, 2023

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

	<u>Book Value Beginning</u>	<u>Book Value Ending</u>	<u>Market Value Beginning</u>	<u>Market Value Ending</u>	<u>Interest Earnings</u>
General Fund - Operating Fund	1,654,416.36	1,630,004.11	1,654,416.36	1,630,004.11	19,353.57
Solid Waste - TCEQ Grant Advances	236,317.47	340,421.11	236,317.47	340,421.11	4,103.64
Air Quality - Local Funds for Monitoring	59,333.23	60,068.91	59,333.23	60,068.91	735.68
CAECD 911 Funds	28,826,524.49	30,006,863.22	28,826,524.49	30,006,863.22	361,572.91
<b>Total All Investments</b>	<b><u>30,776,591.55</u></b>	<b><u>32,037,357.35</u></b>	<b><u>30,776,591.55</u></b>	<b><u>32,037,357.35</u></b>	<b><u>385,765.80</u></b>

Average Daily Balance 31,034,582.30

Average Yield 4.972%

At June 30, 2023:

TexPool/Prime Average Weighted Average Maturity	23 Days	34 days
TexPool/Prime Average Daily Net Yield	5.05%	5.30%
6-Month US Treasury Bill Rate	5.45%	

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

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

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

Prepared by:

Silvia Alvarado  
Director of Finance  
Investment Officer



CAPITAL AREA COUNCIL OF GOVERNMENTS  
**General Fund**  
 Quarterly Investment Report  
 April 1, 2023 to June 30, 2023

<b><i>TexPool Investments</i></b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			1,654,416.36
April		(117,756.60)	1,536,659.76
Monthly interest	5,940.22		1,542,599.98
May		98,539.02	1,641,139.00
Monthly interest	6,430.85		1,647,569.85
Monthly interest - Prime	286.80		1,647,856.65
June		(24,548.24)	1,623,308.41
Monthly interest	5,464.83		1,628,773.24
Monthly interest - Prime	1,230.87		1,630,004.11
Activity for the Quarter	19,353.57	(43,765.82)	
Ending Balance			1,630,004.11

Average Daily Balance	April	1,506,832.96
	May	1,577,923.52
	June	1,588,988.47
Average Daily Balance for the Quarter		1,557,914.98
Average Annual Interest Rate		4.969%

CAPITAL AREA COUNCIL OF GOVERNMENTS

**Solid Waste**

Quarterly Investment Report

April 1, 2023 to June 30, 2023

<b><i>TexPool Investments</i></b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			236,317.47
April		100,000.00	336,317.47
Monthly interest	1,260.80		337,578.27
May		0.00	337,578.27
Monthly interest	1,434.54		339,012.81
June		0.00	339,012.81
Monthly interest	1,408.30		340,421.11
Activity for the Quarter	4,103.64	100,000.00	340,421.11
Ending Balance			340,421.11

Average Daily Balance	April	319,776.88
	May	337,624.55
	June	339,059.75
Average Daily Balance for the Quarter		332,153.73
Average Annual Interest Rate		4.942%

CAPITAL AREA COUNCIL OF GOVERNMENTS  
**CAECD 911 Fund**  
 Quarterly Investment Report  
 April 1, 2023 to June 30, 2023

<b><i>TexPool Investments</i></b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			28,826,524.49
April		(232,243.40)	28,594,281.09
Monthly interest	112,431.54		28,706,712.63
May		751,460.98	29,458,173.61
Monthly interest	102,397.76		29,560,571.37
Monthly interest - Prime	21,572.47		29,582,143.84
June		299,548.24	29,881,692.08
Monthly interest	81,119.32		29,962,811.40
Monthly interest - Prime	44,051.82		30,006,863.22
Activity for the Quarter	361,572.91	818,765.82	
Ending Balance			30,006,863.22

Average Daily Balance	April	28,502,611.73
	May	29,065,927.40
	June	29,686,240.92
Average Daily Balance for the Quarter		29,084,926.68
Average Annual Interest Rate		4.973%

CAPITAL AREA COUNCIL OF GOVERNMENTS

**Air Quality**

Quarterly Investment Report

April 1, 2023 to June 30, 2023

<b><i>TexPool Investments</i></b>	<u>Interest</u>	<u>Net Transactions</u>	<u>Account Balance</u>
Beginning Balance			59,333.23
April		0.00	59,333.23
Monthly interest	234.02		59,567.25
May		0.00	59,567.25
Monthly interest	253.14		59,820.39
June		0.00	59,820.39
Monthly interest	248.52		60,068.91
Activity for the Quarter	735.68	0.00	
Ending Balance			60,068.91

Average Daily Balance	April	59,356.63
	May	59,575.42
	June	59,828.67
Average Daily Balance for the Quarter		59,586.91
Average Annual Interest Rate		4.939%

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 9, 2023

**AGENDA ITEM:** #4 Review the CAPCOG Investment Policy

**GENERAL DESCRIPTION OF ITEM:**

The Public Funds Investment Act (PFIA) requires the CAPCOG's Executive Committee to review the investment policy annually. It is the policy of CAPCOG to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of CAPCOG and conforming to state statutes governing the investment of public funds. Annual review of our policy and the absence of updates or changes to the PFIA (Chapter 2256, Government code) during the 2023 legislative session requires no revisions to the CAPCOG investment policy as adopted August 12, 2020.

**THIS ITEM REPRESENTS A:**

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

**PRIMARY CONTACT/STAFF MEMBER:** Silvia Alvarado, Director of Finance

**BUDGETARY IMPACT:**

Total estimated cost: N/A

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

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

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

**PROCUREMENT:**

N/A

**ACTION REQUESTED:**

Review the CAPCOG Investment Policy.

**BACK-UP DOCUMENTS ATTACHED:**

CAPCOG Investment Policy approved at the August 12, 2020 board meeting.

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

None

## **CAPITAL AREA COUNCIL OF GOVERNMENTS Investment Policy**

### **1. Policy**

It is the policy of the Capital Area Council of Governments (CAPCOG) to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of CAPCOG and conforming to all state and federal statutes governing the investment of public funds.

### **2. Scope**

This investment policy applies to all financial assets of CAPCOG. These funds are accounted for in CAPCOG's Annual Financial Report and include General Funds, Special Revenue Funds and any new fund created by the Executive Committee, unless specifically exempted.

### **3. Prudence**

Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

### **4. Training and Education**

In accordance with the Public Funds Investment Act (Chapter 2256, Texas Government Code), the designated Investment Officer, or those personnel authorized to execute investment transactions, must attend periodic investment training. CAPCOG shall provide for periodic training in investments for investment personnel in order to ensure the quality and capability of CAPCOG investment officers in making investment decisions.

State law requires that training relating to investment responsibilities must be provided by an independent source. Approved sources are:

- The Texas Municipal League
- Texas State University
- The University of North Texas Center for Public Management
- The Government Finance Officers Association of Texas.

Personnel authorized to execute or approve investment transactions must receive at least 10 hours of investment training within each two-year period. Newly appointed investment officers must attain at least 10 hours of instruction relating to the officer's responsibility under the Act within 12 months after assuming investment duties.

## **5. Objectives**

The primary objectives, in priority order, of CAPCOG's investment activities shall be:

- **Safety:** Safety of principal is the foremost objective of the investment program. Investments of CAPCOG shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- **Liquidity:** CAPCOG's investment portfolio will remain sufficiently liquid to enable CAPCOG to meet all operating requirements which might be reasonably anticipated.
- **Return on Investments:** CAPCOG's investment portfolio shall be designed with the objective of attaining a rate of return throughout budgetary and economic cycles, commensurate with CAPCOG's investment risk constraints and the cash flow characteristics of the portfolio.

## **6. Delegation of Authority**

Authority to manage CAPCOG's investment program is derived from the Public Funds Investment Act of 1987, as amended. Finance Director is authorized to act as Investment Officer, working under the direction of the Executive Director. Management responsibility for the investment program is hereby delegated to the Finance Director, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include reference to: safekeeping, PSA repurchase agreements, wire transfer agreements, banking service contracts and collateral/depository agreements. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

## **7. Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Executive Director any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of CAPCOG, particularly with regard to the time of purchases and sales.

An investment officer shall file a disclosure statement with the Texas Ethics Commission and the Executive Committee if:

- The officer has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest.

- The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship.

#### **8. Authorized Financial Dealers and Institutions**

The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment services in the State of Texas. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state laws.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with the following: audited financial statements, proof of National Association of Security Dealers certification, trading resolution, proof of state registration, and completed broker/dealer questionnaire.

An annual review of the financial condition and registrations of qualified bidders will be conducted by the Finance Director.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which CAPCOG invests.

Investments shall only be made with those business organizations that have provided a written instruments executive by a qualified representative acknowledging that the business organization has:

- a. Received and reviewed CAPCOG's investment Policy; and
- b. Implemented reasonable procedures and controls in an effort to preclude investment transaction conducted between CAPCOG and the organization that are not authorized by this Investment Policy.

#### **9. Authorized & Suitable Investments**

CAPCOG is authorized to invest in the following types of securities, within the restrictions of the Public Funds Investment Act. CAPCOG is not required to liquidate investments that were authorized investments at the time of purchase:

- U.S. Government Obligations
- State of Texas Direct Obligations
- Certificates of Deposit
- Collateralized Mortgage Obligations (CMOs)
- Commercial Paper
- Repurchase Agreements
- Investment Pools

Only those investments listed in this section are authorized.



#### **10. Collateralization**

CAPCOG requires that all uninsured collected balances plus accrued interest, if any, in depository accounts be secure in accordance with the requirements of Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management, Chapter 2257 Collateral for Public Funds. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest.

Collateral will always be held by an independent third party with whom CAPCOG has a current custodial agreement. A clearly marked evidence of ownership report must be available to CAPCOG and retained. The right of collateral substitution is granted, if approved by CAPCOG.

#### **11. Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by CAPCOG shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Finance Director and evidenced by safekeeping receipts

#### **12. Diversification**

CAPCOG will diversify its investments by security type and institution. With the exception of U.S. Treasury securities and authorized pools, no more than 50% of CAPCOG's total investment portfolio will be invested in a single security type or with a single financial institution.

#### **13. Maximum Maturities**

To the extent possible, CAPCOG will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, CAPCOG will not directly invest operating funds in securities maturing more than two years from the date of purchase.

Reserve funds may be invested in securities exceeding three years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds.

#### **14. Internal Control**

The Finance Director is charged with the responsibility of including a market report on investment activity and returns for independent review by an external auditor. This review must include a compliance audit of management controls on investment and adherence to the investment policy.

#### **15. Performance Standards**

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

Investment performance is continually monitored and evaluated by the Finance Director. The Finance Director shall monitor, on no less than a monthly basis, the credit rating on investments in the portfolio requiring a rating based upon information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall immediately sell the security, if possible, regardless of a loss of principal.

Market Yield (Benchmark): The basis used to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill.

The Finance Director shall determine the market value of each investment at least quarterly and at a time as close as practicable to the closing of the reporting period for investments. Such values shall be included on the quarterly investment reports. The following methods shall be used:

1. Certificates of deposits shall be valued at their face value plus any accrued but unpaid interest.
2. Shares in money market mutual funds and investment pools shall be valued at par plus any accrued but unpaid interest.
3. Other investment securities may be valued in any of the following ways:
  - a. the lower of two bids obtained from securities broker/dealers for such security;
  - b. the average of the bid and asked prices for such investment security as published in the Wall Street Journal; or
  - c. the bid price published by any nationally recognized security pricing service.

#### **16. Reporting**

The Finance Director will prepare and deliver a report on investment activity and returns to CAPCOG's Executive Committee on a quarterly basis. Reports will include performance, market sector breakdown number of trades, weighted average maturity, and interest earnings. Reports will comply with the provisions of the Public Funds Investment Act, as amended.

Quarterly reports shall be reviewed by an independent auditor during the audit of CAPCOG's Annual Financial Report.

#### **17. Investment Policy Adoption and Review**

CAPCOG's investment policy shall be adopted by CAPCOG's Executive Committee. The Executive Committee shall review the policy annually and any modifications made thereto must be approved by the Executive Committee.

## **Glossary**

**AGENCIES:** Federal agency securities.

**ASKED:** The price at which securities are offered.

**(BANKERS' ACCEPTANCE (BA):** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the issuer.

**BID:** The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

**BROKER:** A broker brings buyers and sellers together for a commission.

**BUSINESS ORGANIZATION:** Investment pool or an investment management firm under contract to manage the entity's portfolio with discretionary authority.

**CERTIFICATE OF DEPOSIT (CD):**

A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on payment date.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DELIVERY VERSUS PAYMENT:**

There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL CREDIT AGENCIES:**

Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans. In addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market; as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "passthroughs" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LOCAL GOVERNMENT INVESTMENT POOL (LGIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate that underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instrument (bills, commercial paper, bankers acceptances, etc.) are issued and traded.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**OPEN MARKET OPERATIONS:**

Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

**QUALIFIED PUBLIC DEPOSITORIES:** A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

**REPURCHASE AGREEMENT (RP OR REPO):** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SEC RULE 15C3-I:** See Uniform Net Capital Rule.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BOND:** Long-term U.S. Treasury securities having initial maturities of more than 10 years.

**TREASURY NOTES:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio.

Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

**YIELD:** The rate of annual income return on an investment, expressed as a percentage, (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

# EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 9, 2023

AGENDA ITEM: #5 Consider Recommending Approval of the FY 2024 Annual Budget to the General Assembly

**GENERAL DESCRIPTION OF ITEM:**

The fiscal year (FY) 2024 (October 1, 2023 – September 30, 2024) CAPCOG Annual Budget has been prepared in accordance with CAPCOG Bylaws and applicable state and federal regulations. The Budget and Audit Committee held budget work sessions on each month from March through July to guide staff in the preparation of the budget.

Following Executive Committee review and approval of the budget, it will be presented to the General Assembly for final adoption on September 13, 2023. Between the preparation of the budget by staff for this Executive Committee meeting and presentation to the General Assembly in September, there may need to be adjustments to aspects of the budget due to factors beyond staff’s control, such as the indirect rate and fringe rate. Any such changes will be noted in the presentation to General Assembly.

The salary schedule must be provided to the State Auditor 45 days prior to the start of the fiscal year, and therefore must be submitted no later than August 17, 2023.

**THIS ITEM REPRESENTS A:**

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

PRIMARY CONTACT/STAFF MEMBER: Andrew Hoekzema, Deputy Executive Director

**BUDGETARY IMPACT:**

Total estimated cost: \$45,618,154 in revenue, \$44,432,994 in expenditures  
Source of Funds: State, Federal, Service Fees, Local and Non-Grant, and 3<sup>rd</sup> Party Match  
Is item already included in fiscal year budget?  Yes  No  
Does item represent a new expenditure?  Yes  No  
Does item represent a pass-through purchase?  Yes  No  
If so, for what city/county/etc.? N/A

PROCUREMENT: N/A

**ACTION REQUESTED:**

Recommend approval of the FY 2024 CAPCOG Annual Budget to the General Assembly

**BACK-UP DOCUMENTS ATTACHED:**

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

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

None



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

## MEMORANDUM

### July 24, 2023

**TO: Executive Committee**

**FROM: Andrew Hoekzema, Deputy Executive Director**

**RE: Proposed Fiscal Year 2024 CAPCOG Budget**

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Enclosed are budget summary documents for CAPCOG's Fiscal Year (FY) 2024 budget, including:

- A summary of sources and uses of funds;
- Proposed allocation of unrestricted funds;
- Fringe cost pool and fringe ratio calculation;
- Indirect cost pool Proposed expenditures for indirect costs; and
- Proposed salary schedule for employee positions.

#### Overview

**CAPCOG is anticipating \$45,618,154 in revenue and proposing \$44,432,994 in expenditures for FY 2024.** The largest portion of CAPCOG's budget is CAPCOG's Emergency Communications Division, which accounts for 53% of proposed expenditures, followed by the Aging Services Division, which accounts for another 36% of proposed expenditures. These divisions have a large amount of non-recurring revenue available in FY 2024 that make their budgets even larger than normal: an \$8.8 million grant from the Commission on State Emergency Communications (CSEC) for deployment of next-generation 9-1-1 (NG9-1-1) and \$7.9 million in carry-forward funding from the Texas Health and Human Services Commission (HHSC). The remaining funding comes from multiple grants and contracts from the state, the federal government, and a private foundation.

CAPCOG's proposed FY 2024 budget incorporates the FY 2024 Capital Area Emergency Communications District (CAECD) budget, which was adopted by the CAECD Board of Managers on July 12, 2023, for a total of \$17,147,367 in revenue and \$15,986,857 in expenditures. This accounts for 9-1-1 operations and projects managed by the Emergency Communications Division, for the Regional Notification System (RNS) and WebEOC programs managed by the Homeland Security Division, and for most of the cost of the Geographic Information Systems (GIS) program managed by the Regional Planning and Services Division. That budget programmed the \$8.8 million grant from CSEC for FY 2023, rather than FY 2024, but CAPCOG anticipates that all or most of those



expenditures will occur in FY 2024, so that amount has been shifted from FY 2023 to FY 2024 in the proposed FY 2024 CAPCOG budget.

The \$7.9 million carry-forward in federal funding CAPCOG will receive for implementation of the Older Americans Act (OAA) represents the remaining supplemental funding from the American Rescue Plan (ARP) and unspent funding from Fiscal Year 2023 due to the use of carry-forward from FY 2022 in FY 2023. The magnitude of this carry-forward is related to extra revenue received during the COVID-19 pandemic combined with staffing shortages and practical challenges in the way HHSC releases carry-forward funding far into the next fiscal year (for example, CAPCOG is only now receiving carry-forward funding from FY 2022 for use in FY 2023).

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

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

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

Under CAPCOG's bylaws, the General Assembly approves the agency's budget, which it is scheduled to do at its September 13, 2023, meeting. Since there may still be changes in the proposed fringe and indirect rates between now and that meeting based on any new information we receive on benefit rates and negotiations with our federal partners on our indirect rate, these aspects of the budget are still subject to change prior to presentation and adoption by the General Assembly.

### **Staffing and Salaries**

**As recommended by the Budget and Audit Committee, CAPCOG's FY 2024 budget includes a 3% across-the-board labor market adjustment to salaries.** Under state law, COGs are required to have pay plans that do not exceed the one used by the state, and it has been CAPCOG's practice to just adopt the state's plan in order to comply with this requirement. **For FY 2024, CAPCOG proposes to continue to use the state pay plan.** The recommended pay plan identifies planned position for FY 2024, along with the corresponding state pay range. CAPCOG's budget accounts for a total of 73 positions (69.6 FTEs), including 3 temporary positions.

### **Fringe Benefits**

**CAPCOG's proposed fringe rate for FY 2024 is 56.92%**, representing the ratio between the fringe cost pool and the portion of salaries paid to regular employees for time worked. The fringe pool includes benefits, the employer portion of Social Security and Medicaid/Medicare taxes, paid leave, merit bonuses, and benefit consulting services. CAPCOG's benefit package includes medical, vision, dental, life, and long-term disability insurance for employees paid 100% by CAPCOG, as well as a retirement plan and a wellness program. The proposed FY 2024 pool includes a small adjustment to account for over-recovery of fringe costs in FY 2022.

- Health, Dental, Vision, Life, and Long-Term Disability Insurance:
  - Insurance is on a calendar year basis rather than a fiscal year basis, and currently, CAPCOG’s medical and dental insurance plans are provided by Tx Health (formerly TML Health) and vision, life, and long-term disability insurance plans are provided by Mutual of Omaha.
  - CAPCOG will be conducting a request for proposals (RFP) for providers for 2024 and will bring that procurement to the board for approval in October, so rates will not be known until that time.
  - The proposed fringe rate accounts for a possibility of an increase in medical rates of 30% in 2024 as advised by our benefits consultant. CAPCOG’s health benefits include a \$167 per month contribution to a Health Reimbursement Account (HRA) for each employee to defray unreimbursed health care costs.
- Retirement Plan:
  - CAPCOG’s retirement plan is a voluntary, contribution-defined 401k plan.
  - For employees that contribute at least 1% of their annual salary, CAPCOG will provide a matching contribution equal to 8% of their annual salary, with a five-year vesting schedule.
- Paid Leave:
  - Paid time off for employees includes 12 days of holiday time (10 agency holidays and 2 personal holidays), sick leave, vacation leave, and administrative leave.
  - Since employees are able to get paid for up to 240 hours of unused vacation leave and 48 hours of sick leave upon separation, the pool also includes amounts set aside to cover those costs as well.
- Merit Bonuses:
  - The fringe pool includes a budget for one-time merit bonuses, which the Budget and Audit Committee recommended be set at 2-4% of an employee’s FY 2024 salary.
  - Merit bonuses will be awarded by the Executive Director based strictly on performance.

The proposed rate may change by the General Assembly meeting if any new information regarding anticipated rates becomes available.

### **Indirect Rate**

CAPCOG has certain costs, such as general administration and common areas of the office space that need to be allocated as an indirect cost to the various programs that we administer. **CAPCOG’s proposed FY 2024 indirect cost pool includes \$1.2 million in expenditures.** In order to recover indirect costs from grants, CAPCOG uses a negotiated indirect cost rate agreement (NICRA) that is approved by CAPCOG’s Federal Cognizant Agency, which is the U.S. Department of Interior (DOI). For FY 2024, CAPCOG is splitting the cost of the indirect pool evenly between the Emergency Communications District, which constitutes more than half of the agency’s total proposed FY 2024 spending, and between all other funding sources. For the portion covered by other funding sources, **CAPCOG expects a final FY 2024 indirect rate of 24-26% applied to salaries, compared to a current rate of 24.46%.** For the budget presented to the Executive Committee in August, **CAPCOG is using a planning estimate of 25.15%.** CAPCOG’s negotiations with DOI have just begun and we hope to have a rate finalized by the September General Assembly meeting.

## Program Budget Notes

- Aging Services:
  - \$90,000 in local funds from membership dues is budgeted as a required 25% match for AAA funding for program administration
  - HHSC is reducing CAPCOG's FY 2024 funding for the ADRC by approximately \$13,500, representing about 4% of the program budget
  - St. David's Foundation provides two grants through the Capital Area Initiatives Foundation (CAIF) that enable CAPCOG to carry out additional work
- Air Quality:
  - The legislature renewed the Rider 7 local air quality planning grant for FY 2024-2025 and added funding to do technical work related to fine particulate matter (PM<sub>2.5</sub>), but the funding will still only cover a portion of CAPCOG's air quality program activities.
  - The EPA awarded CAPCOG two PM<sub>2.5</sub> monitoring grants that will expand the program's ability to measure and analyze air pollution conditions across the five-county Austin-Round Rock-Georgetown Metropolitan Statistical Area (MSA).
  - Outreach, planning, and other types of activities still require local funding.
- Economic Development:
  - CAPCOG's planning grant covers a three-year period, but only provides \$70,000 per year.
  - CAPCOG uses membership dues to provide the remaining \$70,000 as match.
- Emergency Communications:
  - Majority of revenue comes from state 9-1-1 wireless/prepaid fees allocated to the district
  - The FY 2024 CAECD budget will be updated following the end of FY 2023 to carry projects and funding forward.
- Homeland Security:
  - In addition to the regular contract with the Office of the Governor, the planning grant, the training grant, and the Tier II reporting grant, CAPCOG also will have a small grant to enhance/expand regional Community Emergency Response Teams (CERTs)
  - The Homeland Security Program manages RNS and WebEOC, which are funded by the CAECD
- Law Enforcement Academy:
  - A new 2-year grant starts on 9/1/2023, and will cover 50% of the academy's expenses.
  - The remaining 50% must be covered through tuition from basic peace officer courses (BPOCs) and in-service training and, if necessary, local funding.
  - \$60,000 in membership dues is being budgeted to cover any potential shortfall if CAPCOG is not able to raise the full amount needed to cover costs through tuition.
- Solid Waste:
  - The new two-year state grant includes increased funding due to the region's population growth and increase in tipping fee revenue collected within the region relative to the rest of the state.
  - The increased funding will allow CAPCOG to increase the amount budgeted for subawards from \$224,000 for FY 2022-2023 to \$274,000 for FY 2024-2025.
- Transportation:
  - CAPCOG is in the 2<sup>nd</sup> year of a 2-year contract with the TxDOT Austin District.
  - One major project for FY 2024 is a Lee County Transportation and Economic Development Plan.

**PROPOSED FY 2024 CAPCOG BUDGET**

**SOURCES OF FUNDS**

**LOCAL & NON-GRANT**

Membership Dues	\$314,763
Local Air Quality Contributions	\$310,000
RLEA Tuition	\$252,200
Private Switch Agreements (Emergency Communications)	\$65,000
Contracts	\$55,050
Interest/Misc. Income	\$748,100
<b>Subtotal</b>	<b>\$1,745,113</b>

**Third Party Matching - Aging Subrecipients** **\$1,693,561**

**9-1-1 Service Fees** **\$16,342,217**

**STATE**

Texas Health and Human Services Commission	\$739,432
Office of the Governor - Criminal Justice/Law Enforcement	\$444,661
Office of the Governor - Homeland Security	\$37,000
Texas Commission on Environmental Quality	\$1,052,971
Texas Department of Transportation	\$150,000
Texas Department of Agriculture	\$11,240
<b>Subtotal</b>	<b>\$2,435,304</b>

**FEDERAL - (Through State/Other Agency)**

Texas Health and Human Services Commission	\$5,243,107
Texas Health and Human Services Commission - Carry-Forward	\$7,931,284
Office of the Governor - Homeland Security	\$630,214
Commission on State Emergency Communications	\$8,835,000
<b>Subtotal</b>	<b>\$22,639,605</b>

**FEDERAL - (Direct)**

Economic Development Administration	\$70,000
Environmental Protection Agency	\$195,485
<b>Subtotal</b>	<b>\$265,485</b>

**OTHER GRANTS**

CAIF - St. David's Foundation	\$496,869
<b>Subtotal</b>	<b>\$496,869</b>

**FY 2024 Funds** **\$45,618,154**

**PROPOSED FY 2024 CAPCOG BUDGET**

**USE OF FUNDS**

**AGING SERVICES**

Area Agency on Aging - Program Operations	\$13,662,556
Area Agency on Aging - Third-Party Match	\$1,693,561
Aging and Disability Resource Center (ADRC)	\$341,267
CAIF - St. David's Foundation - CAPABLE Project	\$375,240
CAIF - St. David's Foundation - ASC/ADRC Network Coordinator	\$121,629
<b>Subtotal</b>	<b>\$16,194,253</b>

**EMERGENCY COMMUNICATIONS**

Operations	\$14,397,983
Projects	\$9,278,028
<b>Subtotal</b>	<b>\$23,676,011</b>

**HOMELAND SECURITY**

Homeland Security Planning and Training	\$667,214
RNS	\$522,267
WebEOC	\$192,370
<b>Subtotal</b>	<b>\$1,381,851</b>

**REGIONAL LAW ENFORCEMENT ACADEMY**

Regional Law Enforcement Academy	\$626,559
<b>Subtotal</b>	<b>\$626,559</b>

**REGIONAL PLANNING AND SERVICES**

Air Quality	\$1,205,522
CDBG - CEDAF	\$11,240
Criminal Justice Planning	\$130,302
Economic Development	\$140,000
GIS	\$465,652
Solid Waste	\$352,934
Transportation	\$150,000
Other Projects	\$70,000
<b>Subtotal</b>	<b>\$2,525,650</b>

<b>OTHER</b>	<b>\$28,670</b>
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<b>FY 2024 Funds</b>	<b>\$44,432,994</b>
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**FY 2024 Unrestricted Funding**

Revenue	FY 2023 Budgeted	FY 2023 Projected	FY 2024 Proposed	Change from FY 2023 Budget
Membership Dues	\$301,669.82	\$305,423.22	\$314,763.45	\$13,093.63
Contract Revenue (MyPermitNow)	\$35,000.00	\$93,226.56	\$14,000.00	(\$21,000.00)
Contract Revenue (Grant Management)	\$27,000.00	\$60,500.00	\$21,000.00	(\$6,000.00)
Misc. Income/Rebates	\$11,502.81	\$14,196.35	\$10,000.00	(\$1,502.81)
<b>Total Revenue</b>	<b>\$375,172.63</b>	<b>\$473,346.13</b>	<b>\$359,763.45</b>	<b>(\$15,409.18)</b>
<b>Expenditures</b>				
Match - Area Agency on Aging	\$90,000.00	\$90,000.00	\$90,000.00	\$0.00
Match - Economic Development (EDA)	\$70,000.00	\$70,000.00	\$70,000.00	\$0.00
Regional Academy	\$48,000.00	\$48,000.00	\$60,000.00	\$12,000.00
Regional Planning & Services	\$97,000.00	\$97,000.00	\$70,000.00	(\$27,000.00)
Other	\$28,670.00	\$28,670.00	\$28,670.00	\$0.00
<b>Total Expenditures</b>	<b>\$333,670.00</b>	<b>\$333,670.00</b>	<b>\$318,670.00</b>	<b>(\$15,000.00)</b>
<b>Change in Fund Balance</b>				
Building Maintenance Contingency	\$30,000.00	(\$30,000.00)	\$25,000.00	(\$5,000.00)
CAPCOG Unassigned/Contingency	\$11,502.63	\$169,676.13	\$16,093.45	\$4,590.82
<b>Total Change in Fund Balances</b>	<b>\$41,502.63</b>	<b>\$139,676.13</b>	<b>\$41,093.45</b>	<b>(\$409.18)</b>

PROPOSED FY 2024 CAPCOG BUDGET SOURCES AND USES DETAIL

Grantor/Funding Agency	Sources						Uses			Programs/Activities	
	Grant or Contract	Service Fees	Local Funds	Prog. Income / Interest	Interfund Transfers	3rd Party Match	Total	Direct	Indirect		Pass-Through
<b>CAECD</b>											
9-1-1 Operations	\$85,050	\$15,625,809		\$720,100			\$16,430,959	\$14,775,815	\$530,848		\$15,306,663
Other Emergency Communications Systems		\$716,408					\$716,408	\$694,356	\$20,282		\$714,637
<b>CAIF- St. David's Foundation</b>											
Capable Grant	\$375,240						\$375,240	\$375,240	\$0		\$375,240
ASC/ADRC Network Coordinator Grant	\$121,629						\$121,629	\$109,828	\$11,801		\$121,629
<b>Commission on State Emergency Communications</b>											
Next-Gen 9-1-1 Grant	\$8,835,000						\$8,835,000	\$8,835,000	\$0		\$8,835,000
Economic Development Administration	\$70,000		\$70,000				\$140,000	\$127,722	\$12,278		\$140,000
<b>Office of the Governor</b>											
Criminal Justice Planning	\$130,302						\$130,302	\$117,722	\$12,579		\$130,302
Regional Law Enforcement Academy	\$314,359		\$60,000	\$252,200			\$626,559	\$577,660	\$48,899		\$626,559
Homeland Security Planning	\$442,714						\$442,714	\$412,426	\$30,288		\$442,714
Homeland Security Grant Support	\$37,000						\$37,000	\$26,285	\$10,715		\$37,000
Homeland Security Training and Exercises	\$125,000						\$125,000	\$125,000	\$0		\$125,000
Tier II Reporting	\$25,000						\$25,000	\$25,000	\$0		\$25,000
CERT Project	\$37,500						\$37,500	\$37,500	\$0		\$37,500
<b>Tx Commission on Environmental Quality</b>											
Solid Waste	\$352,934						\$352,934	\$194,438	\$21,496	\$137,000	\$352,934
Air Quality	\$700,037						\$700,037	\$685,840	\$14,197		\$700,037
<b>Tx Department of Agriculture</b>											
CEDAF	\$11,240						\$11,240	\$9,977	\$1,263		\$11,240
<b>Tx Health and Human Services Commission</b>											
Aging and Disability Resource Center	\$341,267						\$341,267	\$303,310	\$37,957		\$341,267
Area Agency on Aging	\$13,572,556		\$90,000				\$13,556,117	\$13,332,312	\$330,244	\$1,693,561	\$15,356,117
<b>Tx Department of Transportation</b>											
Planning Contract	\$150,000						\$150,000	\$132,405	\$17,595		\$150,000
<b>U.S. Environmental Protection Agency</b>											
PM2.5 Monitoring Grants	\$195,485						\$195,485	\$191,045	\$4,440		\$195,485
<b>Other Non-Grant</b>											
Local Air Quality Funding			\$310,000				\$310,000	\$290,177	\$19,823		\$310,000
Regional Planning and Services Projects			\$70,000				\$70,000	\$61,082	\$8,918		\$70,000
Other			\$69,763	\$18,000			\$87,763	\$28,670	\$28,670		\$87,763
<b>TOTALS</b>	<b>\$25,922,313</b>	<b>\$16,342,217</b>	<b>\$669,763</b>	<b>\$990,300</b>	<b>\$0</b>	<b>\$1,693,561</b>	<b>\$45,618,154</b>	<b>\$41,468,811</b>	<b>\$1,133,622</b>	<b>\$1,830,561</b>	<b>\$44,432,994</b>

<b>Interdepartmental Transfers</b>											
GIS Services				\$465,652			\$465,652	\$465,652			\$465,652
Finance and Accounting				\$580,827			\$580,827	\$580,827			\$580,827
Human Resources and Payroll				\$246,299			\$246,299	\$246,299			\$246,299
Information Technology Services				\$552,501			\$552,501	\$552,501			\$552,501
<b>Total Interdepartmental</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,845,278</b>	<b>\$0</b>	<b>\$1,845,278</b>	<b>\$1,845,278</b>	<b>\$1,845,278</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,845,278</b>

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

**PROPOSED FY 2024 CAPCOG FRINGE RATE**

**Release Time**

Vacation	\$235,155
Sick Leave	\$169,312
Holiday and Admin	\$244,561
<b>Total Release Time</b>	<b>\$649,028</b>

**Benefits**

FICA	\$375,700
Employee Insurance	\$978,836
Retirement	\$292,970
Unemployment Insurance	\$812
Workman's Compensation	\$15,794
Wellness Program	\$5,250
Potential Leave Payout	\$27,244
Merit Pool	\$58,594
Consulting Services/Other	\$22,500
<b>Total Benefits</b>	<b>\$1,777,700</b>

**Total Release Time and Benefits**

Carry-Forward Adjustment for FY 2021-2022	(\$12,280)
<b>Total Fringe Pool</b>	<b>\$2,414,449</b>

**Salary Base**

Total Regular Salaries	\$4,891,227
Less Release Time	(\$649,028)
<b>Total Salary Base</b>	<b>\$4,242,199</b>

**Fringe Rate Calculation**

<b>Total Fringe Pool / Total Salary Base</b>	<b><u>56.92%</u></b>
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**PROPOSED FY 2024 CAPCOG INDIRECT RATE**

**Total Expenses**

Salaries and Fringe	\$516,709
Office Space and Facilities Maintenance	\$379,427
Information Technology Support	\$129,240
Accounting and Finance Support	\$38,938
Dues and Memberships	\$30,418
Payroll/Personnel Support	\$24,710
Office Supplies	\$18,000
Insurance and Bonding	\$16,000
Photocopies, Printing, Postage, and Delivery	\$18,500
Software and Computer Supplies	\$8,600
Travel and Professional Development	\$7,700
Professional Services	\$5,500
Telecommunications	\$5,000
Publications and Subscriptions	\$3,000
Legal Services	\$2,500
Cable TV Service	\$1,700
Other Expenses	\$1,100

**Total** **\$1,207,042**

**Cost Pool For Indirect Rate**

50% Charged to CAECD	(\$603,521)
Carryforward Adjustment for Other Sources	(\$20,083)

**FY 2024 Cost Pool** **\$583,438**

**Salary Base**

Total Salaries	\$4,268,598
Minus Indirect, Accounting, IT, and HR/Payroll Salaries	(\$965,522)
Minus CAECD and Related Salaries	(\$983,509)

**FY 2024 Salary Base** **\$2,319,567**

**Indirect Rate (FY 2024 Cost Pool/Salary Base)** **25.15%**

CAPCOG FY 2024 Salary Plan

#	CAPCOG Job Title	Pay Group	Min. Salary	Max. Salary
<b>Administration</b>				
1	Executive Director	n/a	n/a	n/a
2	Deputy Executive Director	B33	\$142,032	\$240,214
3	Executive Assistant	B19	\$45,244	\$72,408
4	Front Office Coordinator	A15	\$35,976	\$55,045
5	Human Resources Manager	B23	\$58,184	\$94,913
6	Public Information Coordinator	B20	\$48,158	\$77,477
7	Staff Consultant	B27	\$80,174	\$135,594
<b>Finance</b>				
8	Director of Finance	B26	\$72,886	\$123,267
9	Assistant Director of Finance	B26	\$72,886	\$123,267
10	Accounting Analyst	B18	\$42,521	\$67,671
11	Accountant V	B22	\$54,614	\$88,703
12	Finance Operations Manager	B24	\$62,004	\$101,556
13	Senior Accountant	B22	\$54,614	\$88,703
<b>Information Technology Services</b>				
14	Chief Information Security Officer	B32	\$129,121	\$218,376
15	Network Administrator	B23	\$58,184	\$94,913
16	System Support Specialist	B20	\$48,158	\$77,477
<b>Emergency Communications</b>				
17	Director of Emergency Communications	B30	\$106,712	\$180,475
18	9-1-1 Assistant Director - Operations	B25/B26	\$66,259	\$123,267
19	9-1-1 Telecommunications Technologies Project Manager	B23/B22	\$54,614	\$94,913
20	9-1-1 Senior Training and Public Education Specialist	B22	\$54,614	\$88,703
21	9-1-1 Telecommunication Coordinator A	B22	\$54,614	\$88,703
22	9-1-1 Telecommunication Coordinator B	B22	\$54,614	\$88,703
23	Administrative Coordinator	A17	\$39,976	\$61,399
24	9-1-1 Senior Project Manager	B24	\$62,004	\$101,556
<b>Homeland Security</b>				
25	Director of Homeland Security	B27	\$80,174	\$135,594
26	Homeland Security Program Manager	B18	\$42,521	\$67,671
27	Homeland Security Planner	B18	\$42,521	\$67,671
28	Crisis Information Systems Manager	B23	\$58,184	\$94,913

**CAPCOG FY 2024 Salary Plan**

#	CAPCOG Job Title	Pay Group	Min. Salary	Max. Salary
<b>Regional Planning and Services</b>				
29	Director of Regional Planning and Services	B26	\$72,886	\$123,267
30	Community Development Coordinator	B21/B20	\$48,158	\$82,901
31	Planning and Economic Development Coordinator	B24	\$62,004	\$101,556
32	Administrative Coordinator	A15	\$35,976	\$55,045
33	Air Quality Program Manager	B21	\$51,278	\$82,901
34	Air Quality Program Specialist	B19	\$45,244	\$72,408
35	Temporary Air Quality Program Specialist	B17	\$39,976	\$61,399
36	GIS Program Manager	B24	\$62,004	\$101,556
37	GIS Operations Coordinator	B24	\$62,004	\$101,556
38	GIS Database Specialist II	B20	\$48,158	\$77,477
39	Solid Waste Program Manager	B21	\$51,278	\$82,901
<b>Aging Services</b>				
40	Director of Aging Services	B28	\$88,191	\$149,155
41	Assistant Director of Aging Services	B23	\$58,184	\$94,913
42	Aging Program Specialist	B17	\$39,976	\$61,399
43	Health, Prevention, & Wellness Program Coordinator	B17	\$39,976	\$61,399
44	Social Services Project Coordinator	B20	\$48,158	\$77,477
45	Administrative Assistant	A15	\$35,976	\$55,045
46	Program Manager for Data Management, Nutrition & Benefits Counseling	B19	\$45,244	\$72,408
47	Lead Benefits Counselor	B17	\$39,976	\$61,399
48	Benefits Counselor	B15	\$35,976	\$55,045
49	Benefits Counselor	B15	\$35,976	\$55,045
50	Data Entry Clerk	A11/A13	\$29,332	\$49,388
51	Program Monitor	B17	\$39,976	\$61,399
52	Program Manager for Access and Assistance	B20	\$48,158	\$77,477
53	Information, Referral, and Assistance Specialist	B17	\$39,976	\$61,399
54	ADRC Information, Referral, & Assistance Navigator	B17	\$39,976	\$61,399
55	ASC/ADRC Network Coordinator	B17	\$39,976	\$61,399
56	ADRC Program Specialist	B17	\$39,976	\$61,399
57	Program Manager - Care Coordination, Caregiver Support, and Information, Referral and Assistance	B19	\$45,244	\$72,408
58	Lead Care Coordination Coordinator	B18	\$42,521	\$67,671
59	Care Coordinator	B16	\$37,918	\$58,130

**CAPCOG FY 2024 Salary Plan**

#	CAPCOG Job Title	Pay Group	Min. Salary	Max. Salary
60	Care Coordinator	B16	\$37,918	\$58,130
61	Care Coordinator	B17	\$39,976	\$61,399
62	Care Coordinator	B17	\$39,976	\$61,399
63	Intake Specialist	B14	\$34,144	\$52,134
64	Intake Specialist	B14	\$34,144	\$52,134
65	Ombudsman Program Manager	B19	\$45,244	\$72,408
66	Ombudsman	B17	\$39,976	\$61,399
67	Ombudsman	B17	\$39,976	\$61,399
68	Ombudsman	B17	\$39,976	\$61,399
69	Ombudsman	B17	\$39,976	\$61,399
70	Ombudsman Office Specialist	B17	\$39,976	\$61,399
<b>Regional Law Enforcement Academy</b>				
71	Director of Regional Law Enforcement Academy	B26	\$72,886	\$123,267
72	Chief Academy Instructor	B22	\$54,614	\$88,703
73	Academy Office Coordinator	A15	\$35,976	\$55,045

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 9, 2023

**AGENDA ITEM:** #6 Consider Recommending Nominating Committee Members to the General Assembly

### GENERAL DESCRIPTION OF ITEM:

In accordance with the Bylaws Article IV, Section 4.4, the Executive Committee makes recommendations to the General Assembly each year for Nominating Committee members; this Committee reviews and recommends candidates to serve as the Executive Committee for the upcoming calendar year.

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

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

The Nominating Committee's work also involves recommending the Officers for the Executive Committee and determining the recipient of the Jack Griesenbeck Leadership in Regionalism Award. The committee serves for a year from its election to the following September General Assembly.

The Nominating Committee members elected in September 2022 were Smithville Council Member Janice Bruno, Llano County Ron Cunningham, Burnet County Commissioner Joe Don Dockery, and Williamson County Commissioner Cynthia Long from the Executive Committee; as well as Leander Mayor Christine DeL'isle, and Hays County Commissioner Lon Shell representing the General Assembly. Taylor Mayor Brandt Rydell, the current chair of the Executive Committee, was automatically the Nominating Committee chair according to the bylaws. In practice, he remains chair until the next Nominating Committee if elected with the current board chair.

### THIS ITEM REPRESENTS A:

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

**PRIMARY CONTACT/STAFF MEMBER:** Betty Voights, Executive Director

**BUDGETARY IMPACT:** N/A

### ACTION REQUESTED:

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

### BACK-UP DOCUMENTS ATTACHED:

1. Schedule for Nominating Committee

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

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

## Executive Committee Nominations and Review Timeline – 2023

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Request for Nominations send to elected official representatives on General Assembly	September 1, 2023
Nominating Committee elected at General Assembly	September 13, 2023
Nominations due from eligible elected officials seeking slot on Executive Committee	September 29, 2023
First Nominating Committee Meeting – held in conjunction with/prior to Executive Committee meeting	October 11, 2023
--Review nominations & develop draft slate --Discuss officers --Identify candidates for Regionalism award	
Second Nominating Committee Meeting (Can be held by conference call)	October 26, 2023
-Finalize recommendations for slate including officers -Finalize recommendations for Regionalism Award	
Third Nominating Committee Meeting	Called if needed
Recommended slate for Executive Committee with officers sent to General Assembly members	October 30, 2023
Last day for challenge for slot on Executive Committee	November 30, 2023
Cities and counties must pay membership dues for candidates from that local government to be considered at the December General Assembly meeting December 1, 2023	December 1, 2023

**From Article IV – THE GENERAL ASSEMBLY**  
**Section 4.4 – Nominating Committee**

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

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

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

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

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

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

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



October of each year.

**Section 4.5 – General Responsibilities**

The General Assembly has the following general responsibilities:

- (1) to establish the overall policies and specific objectives of the Council;
- (2) to adopt an annual budget for the Council;
- (3) to create, appoint members to, fill vacancies in, and specify the duties of permanent committees of the General Assembly, not otherwise described in these bylaws, to assist in carrying out its responsibilities;
- (4) to review, on its own motion or at the request of the Executive Committee or any permanent committee of the General Assembly, any action of the Executive Committee or permanent committee.



# GENERAL ASSEMBLY MEMBER REPRESENTATIVES

## **BASTROP COUNTY** **REPRESENTATIVES**

Bastrop County ..... Judge Paul Pape  
 Bastrop County ..... Commissioner Mel Hamner  
 Bastrop County ..... Commissioner Clara Beckett  
 City of Bastrop ..... Mayor Connie Schroeder  
 City of Bastrop ..... Ms. Sylvia Carrillo  
 City of Elgin ..... Mayor Theresa Y. McShan  
 City of Elgin ..... Council Member Forest L. Dennis  
 City of Smithville ..... Council Member Janice Bruno

## **BLANCO COUNTY** **REPRESENTATIVES**

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

## **BURNET COUNTY** **REPRESENTATIVES**

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

## **CALDWELL COUNTY** **REPRESENTATIVES**

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

## **FAYETTE COUNTY** **REPRESENTATIVES**

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

## **HAYS COUNTY** **REPRESENTATIVES**

Hays County ..... Commissioner Lon A. Shell  
 Hays County ..... Commissioner Debbie Gonzales Ingalsbe

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

Hays County ..... Judge Ruben Becerra  
 City of Buda ..... Mayor Lee Urbanovsky  
 City of Buda ..... City Manager Micah Grau  
 City of Dripping Springs ..... Council Member Taline Manassian  
 City of Hays ..... Mr. Larry Odom  
 City of Kyle ..... Council Member Robert Rizo  
 City of Kyle ..... Council Member Yvonne Flores-Cale  
 City of Mountain City ..... Mayor Ralph McClendon  
 City of San Marcos ..... Mayor Jane Hughson  
 City of San Marcos ..... Council Member Mark Gleason  
 City of San Marcos ..... Director of Public Safety Chase Stapp  
 City of Umland ..... Vacant  
 City of Wimberley ..... Council Member Teresa Shell  
 City of Woodcreek ..... Ms. Gloria Whitehead

## **LEE COUNTY** **REPRESENTATIVES**

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

## **LLANO COUNTY** **REPRESENTATIVES**

Llano County ..... Commissioner Jerry Don Moss  
 Llano County ..... Judge Ron Cunningham  
 City of Horseshoe Bay ..... Mr. Randy Rives  
 City of Llano ..... Ms. Gail Lang  
 City of Sunrise Beach Village ..... Council Member Dan Gower

## **TRAVIS COUNTY** **REPRESENTATIVES**

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

**TRAVIS COUNTY (Continued).....REPRESENTATIVES**

Village of San Leanna.....Mayor Molly Quirk  
Village of Volente .....Mr. Ken Beck

**WILLIAMSON COUNTY REPRESENTATIVES**

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

**ASSOCIATE MEMBERS REPRESENTATIVES**

Austin ISD ..... Trustee LaTisha Anderson  
Barton Springs/Edwards Aquifer Conservation  
District ..... Timothy Loftus PHD, General Manager  
Bluebonnet Electric Cooperative, Inc. .... Mr. Johnny Sanders  
Buda Economic Development  
Corporation ..... Ms. Traci Anderson  
Capital Area Metropolitan  
Planning Organization .....Executive Director Ashby Johnson  
Central Health..... Ms. Cynthia Valadez  
Del Valle ISD.....Trustee Darla Wegner  
Dripping Springs ISD .....Trustee Ron Jones  
Eanes ISD ..... Vacant  
Fayette County Central  
Appraisal District ..... Chief Appraiser Richard Moring  
Georgetown Chamber of Commerce .....Mr. Jim Johnson  
Giddings ISD.....Superintendent Roger Dees  
Guadalupe-Blanco River Authority ..... Ms. Teresa Van Booven  
Hays Central Appraisal District .....Chief Appraiser Laura Raven  
Hutto ISD.....Chief William Edwards  
La Grange ISD ..... Superintendent William Wagner  
Lockhart ISD..... Superintendent Mark Estrada  
Lower Colorado River Authority..... Mr. Phil Wilson  
Movability Inc. .... Executive Director Lisa Kay Pfannenstiel  
Northtown MUD..... Director Lee Hill  
Pedernales Electric Co-Op ..... Ms. Shannon Johnson  
Round Rock Chamber of Commerce ..... Ms. Lora Weber  
Travis County Emergency Services  
District No. 2.....Chief Ron Moellenberg

**EXECUTIVE COMMITTEE OFFICERS:**

Judge James Oakley, **Chair**  
Mayor Lew White, **1st Vice Chair**  
Commissioner Debbie Ingalsbe, **2nd Vice Chair**  
Mayor Pro Tem Matthew Baker, **Secretary**  
Mayor Jane Hughson, **Parliamentarian**  
Mayor Brandt Rydell, **Immediate Past Chair**

**EXECUTIVE COMMITTEE MEMBERS:**

Commissioner Clara Beckett  
Commissioner Russ Boles  
Judge Brett Bray  
Judge Andy Brown  
Council Member Janice Bruno  
Judge Ron Cunningham  
Commissioner Joe Don Dockery  
State Senator Pete Flores  
Council Member Ron Garland  
Representative Stan Gerdes  
Judge Hoppy Haden  
Council Member Kevin Hight  
Council Member Ann Howard  
Council Member Mackenzie Kelly  
Commissioner Steven Knobloch  
Commissioner Cynthia Long  
Mayor Pro Tem Esmeralda Mattke Longoria  
Judge Dan Mueller  
Mayor Connie Schroeder  
Mayor Pro Tem Doug Weiss  
Representative Terry Wilson

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 9, 2023

**AGENDA ITEM:** #7 Consider Adopting a Proclamation Recognizing September 18-22, 2023 as Falls Prevention Awareness Week

### GENERAL DESCRIPTION OF ITEM:

National Falls Prevention Awareness Week will be observed Sept. 18-22, 2023 — the period including the first day of the fall season. This is a nationwide observance to raise awareness on preventing falls, reducing the risk of falls, and helping older adults live without fear of falling.

Falls are the leading cause of fatal and non-fatal injuries for older Americans. Falls threaten the safety and independence of older adults and generate enormous economic and personal costs.

The Area Agency on Aging of the Capital Area supports and provides programs for falls prevention through providing evidenced-based courses such as A Matter of Balance and falls prevention presentations. Through its partnership with volunteer coaches and facilitators from healthcare higher education and community agencies, these collaborative programs extend the reach of falls prevention awareness throughout the CAPCOG region.

More information is at <https://ncoa.org/page/falls-prevention-awareness-week-toolkit>.

The following proclamation declares September 18-22, 2023 to be Falls Prevention Awareness Week in the CAPCOG region.

### 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:

Adopt a proclamation recognizing Sept. 18-22, 2023 as Falls Prevention Awareness Week in the CAPCOG region.

### BACK-UP DOCUMENTS ATTACHED:

Proclamation

**BACK-UP DOCUMENTS NOT ATTACHED** (to be sent prior to meeting or will be a handout at the meeting): 2023

Theme link to promotional materials: [Falls Prevention Awareness Week Toolkit \(ncoa.org\)](https://ncoa.org/page/falls-prevention-awareness-week-toolkit)



## A PROCLAMATION AUTHORIZING RECOGNITION OF SEPTEMBER 18-22, 2023 AS FALLS PREVENTION AWARENESS WEEK

**WHEREAS**, the ten-county Capital Area Council of Governments (CAPCOG) region is home to more than 399,000 citizens aged 60 years or older who may be at risk of falls; and

**WHEREAS**, falls are the leading cause of fatal and nonfatal injuries among older adults; and

**WHEREAS**, falls are the most common cause of traumatic brain injuries; and can lead to depression, loss of mobility, and loss of functional independence; and

**WHEREAS**, the financial toll for older adult falls is expected to increase as the population ages and may reach \$101 billion nationally by 2030; and

**WHEREAS**, the fear of falling can cause many older adults to limit their activity level, which leads to reduced mobility and loss of physical fitness, and in turn increases their risk of falling; and

**WHEREAS**, comprehensive clinical assessments, exercise programs to improve balance and health, management of medications, correction of vision, and reduction of home hazards all help to reduce the occurrence and severity of falls; and

**WHEREAS**, the Capital Area Council of Governments in its efforts to increase awareness and promote multidisciplinary strategies to prevent falls encourages older adults in the region to take steps to protect those who are at increased risk of falling to participate in evidence-based programs such as Matter of Balance; and reduce falls by utilizing strategies such as exercise programs to improve balance and strength, medication management, vision improvement, reduction of home hazards, in partnership with the Area Agency on Aging.

**THEREFORE**, be it resolved that the Executive Committee of the Capital Area Council of Governments declares the week of September 18-22, 2023, to be Falls Prevention Awareness Week in the CAPCOG region to support awareness of falls and encourages our citizens to commend its observance.

Proclamation adopted by the Capital Area Council of Governments Executive Committee on this 9<sup>th</sup> day of August 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

EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 9, 2023

AGENDA ITEM: #8 Consider Adopting a Proclamation Declaring September 2023 as CAPCOG Preparedness Month

GENERAL DESCRIPTION OF ITEM:

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

THIS ITEM REPRESENTS A:

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

PRIMARY CONTACT/STAFF MEMBER: Martin Ritchey, Director of 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:

Consider adoption of a resolution declaring September 2023 as CAPCOG Preparedness Month.

BACK-UP DOCUMENTS ATTACHED:

1. Resolution Declaring September 2023 as CAPCOG Preparedness Month.

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



## A PROCLAMATION DECLARING SEPTEMBER AS CAPCOG PREPAREDNESS MONTH

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

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

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

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

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

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

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

**THEREFORE**, be it resolved that on behalf of the members of CAPCOG, the Executive Committee of the Capital Area Council of Governments hereby declares the month of September 2023, as CAPCOG Preparedness Month and encourages all residents, businesses, schools, and communities to develop emergency preparedness and resiliency plans and to register at *WarnCentralTexas.org* to receive emergency alerts.

Proclamation adopted by the Capital Area Council of Governments Executive Committee this 9th day of August, 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

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 9, 2023

AGENDA ITEM: #9 Consider Authorizing the Purchase of Mavic3T Unmanned Aerial Vehicles (UAVs) and DroneSense Software Licenses

### GENERAL DESCRIPTION OF ITEM:

The Office of the Governor (OOG) Public Safety Office (PSO) awarded CAPCOG \$112,000 in funds through the State Homeland Security Program (SHSP) to enhance the region's capacity to use unmanned aerial vehicles (UAVs) in the CAPCOG region (grant number 4466301). This grant involves the acquisition of UAVs and software that can be used for training purposes and possibly loaned out to local emergency managers and first responders within the region. The DroneSense software platform is designed specifically for the public safety sector. It is currently used by the Texas Department of Public Safety and other state public safety agencies in their UAV programs. This grant expires on August 31, 2023.

Homeland Security staff have identified high-quality equipment and software available through cooperative purchasing agreements with the Department of Information Resources (DIR) allowed under section 3-207 of CAPCOG's procurement policy without requiring a request for proposals. The quotes are in line with existing expectations and represent a good value. We are seeking approval to authorize the following purchases:

- \$81,977.40 for 12 Mavic 3T UAVs from Granite Defense & Technologies under DIR contract number DIR\_CPO-4768 at a cost of \$6,831.45 per unit. There are no shipping costs related to this purchase. The DIR contract provides a 16% discount off of the manufacturer's suggested retail price (MSRP) and the vendor is providing an additional 5% discount for this quote.
- \$25,200 for 1 year of licenses from DroneSense under DIR contract number DIR\_CPO-4708, which provides a 5% discount off of the MSRP:
  - 12 one-year class 1 UAS licenses (one for each UAV), including video sharing and advanced geospatial features at a cost of \$1,900 per unit for a total of \$22,800
  - 1 one-year subscription for Mobile Streaming and Tracking at \$2,400 per year that constitutes a "base" cost for any amount of license subscriptions.

### 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:

Dee Harrison, Homeland Security Program Manager

### BUDGETARY IMPACT:

Total estimated cost: \$107,177.40

Source of Funds: Office of the Governor State Homeland Security 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: DIR Cooperative Purchasing Program



**ACTION REQUESTED:**

Authorize the Executive Director to issue purchase orders for up to 12 UAVs and software licenses as described above.

**BACK-UP DOCUMENTS ATTACHED:**

1. Mavic 3T Product Information
2. Mavic3T Quote
3. DroneSense Product Information
4. DroneSense Quote

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

## DJI Mavic 3T UAV

### **Aircraft:**

Aircraft are equipped with wide-angle lenses on all sides for omnidirectional obstacle avoidance with zero blind spots. Proximity alarms and braking distance can be adjusted by the controller as required. Omnidirectional sensing automatically adjusts altitude when mapping areas with various elevations without needing to import external elevation data. Gimbal automatically rotates in three directions, allowing for oblique photography capture for high precision 3D modeling.

Automated flight missions of local geographic features can be created with simple Corridor Mission Planning and surveying in addition to real-time flight recording capability.

Quad-antenna O3 Enterprise Transmission enables more stable connections in a wide variety of complex environments (urban, rural, built environs, etc.)

Advanced RTH automatically the optimal return route to home, saving power and time. APAS 5.0 enables automatic rerouting around obstacles.

### **Batteries:**

45-minute maximum flight time allows for increased mission coverage, surveying up to two square kilometers in a single flight. Aircraft batteries can be recharged either by an 88W fast direct charge or by the 100W charging hub.

### **Camera:**

Wide-angle 4/3 CMOS, 20 MP sensor has a mechanical shutter to prevent motion blur and supports rapid 480.7 second interval shooting. Mapping missions can be completed without the need for ground control points. The camera has 3.3  $\mu\text{m}$  pixels that, together with intelligent low-light mode, offer significantly improved performance in dim conditions. The 12 MP Zoom camera supports up to 56x Max Hybrid Zoom to see essential details. Equivalent focal length 162mm.

### **Thermal Camera:**

Thermal camera has 640 x 512 resolution and supports point and area temperature measurement, high temperature alerts, color palettes, and isotherms to identify items and enhance rapid decision-making capabilities. 61 degree Equivalent Focal Length; 40mm. The thermal and zoom cameras support 28X continuous side-by-side zoom for easy comparisons.

### **Data Security:**

Users control the data generated during aircraft operations. Users can choose to grant or revoke permissions at any time in the aircraft security mode settings. Users can enable "Local Data Mode" to used aircraft completely offline without having to log in to their account. Planned upgrades will include custom offline maps.



REMIT TO:  
 Granite Defense & Technologies, LLC  
 P.O. Box 1016  
 Burnet, TX 78611

Created Date 7/14/2023  
 Expiration Date 9/15/2023  
 Quote Number GDTQ-00002575

Account Name Capital Area Council of Governments  
 Contact Name Dee Harrison  
 Phone 512-916-6035  
 Email dharrison@capcog.org

Prepared By Tom Prentice  
 Phone (512) 585-4045  
 Email tom.prentice@granitedefense.com

Payment Terms 1%10 N30

Product	Quantity	Sales Price	Ext. Price
Mavic 3T Basic Combo	3.00	\$5,498.00	\$16,494.00
Mavic 3 Battery Kit	3.00	\$659.00	\$1,977.00
Mavic 3 Enterprise Battery	3.00	\$209.00	\$627.00
Mavic 3 PRCS Elite Quad Charger	3.00	\$825.00	\$2,475.00
DISCOUNT	1.00	-\$1,078.65	-\$1,078.65
		Subtotal	\$20,494.35
		Grand Total	\$20,494.35

Quote Notes

This project is eligible for a 5% discount on sales of 3+ units. The P.O.(s) must be received by September 15 to qualify for the additional discount. The quotation includes that 5% discount.

There is no charge for shipping and handling.

This quotation is assumptive of a 3 Unit + purchase.

Availability is GENERALLY within 90 days ARO (after receipt of order) but given end of budget year demand it may exceed that time frame.

**PRICING INFORMATION**

All prices are displayed in USD. Product, available inventory, additional fees and pricing data are updated frequently and may change without notice.

**RETURNS**

All sales of UAV systems are final. Returns of unopened items in the original packaging are subject to a 20% restocking fee.

# The comprehensive situational awareness platform **built for public safety**

## Leverage the power of technology to improve outcomes.

Comprehensive situational awareness is critical in ensuring the well-being of public safety teams and those they serve. By swiftly and effectively reacting to crises, teams can make better decisions and proactively identify and address potential hazards before they become serious problems that jeopardize lives or property.

## Not just another platform. A partner you can count on.



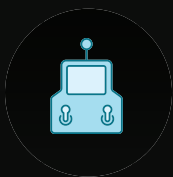
### **Passion for public safety**

Purpose-built with your specific needs in mind, we deliver a seamless drone program experience no matter which agency you're proud to be a part of.



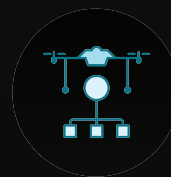
### **Better together**

Your drone program doesn't happen in a silo, which is why we provide the ability for you to collaborate with other agencies via secure links and QR codes.



### **Hardware agnostic**

We support a wide variety of drones, tablets, and sensors to provide you with the ultimate mission flexibility. And we're always adding new integrations.



### **From 1 to 100+**

No matter how many drones you have today, we can support your program and help you scale into the future.

From routine calls to disaster response, we have the tools you need to succeed.

We've been in the trenches and understand that your day doesn't happen from 9-5. That's why we're proud to say that we've not only built the most comprehensive drone management and collaboration platform on the market, but we've put a 24/7 support team behind it so we're there whenever you need us. Plus, we've created some pretty cool features to help make every mission a success.

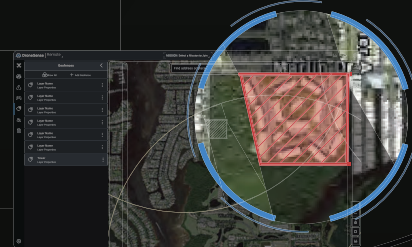


### Get everyone in on the action with Magic Video Link

The easiest way to allow access to live video feeds without requiring an account. When this feature is enabled, you can securely email or text a shared video and drone telemetry link to command staff and key stakeholders, ensuring your command center and field teams have real-time situational awareness at their fingertips.

### Tile Engine

Take your mapping to the next level. We give you the ability to process GeoTIFFs and GeoPDFs into map files you can display in OpsHub and the mobile app. From natural disasters to large events, the ability to display updated maps as your base layer enhances your ability to make decisions and respond appropriately.



### Mobile Streaming and Tracking (MSAT)

Imagine the power of turning every cell phone or tablet into part of your command center action, capturing live-stream video and GPS locations from the boots on the ground. Now imagine adding robots, manned aviation, or just about anything with a camera to help capture information and guide decisions. That's the power of our MSAT technology.

Ready to experience the DroneSense difference?

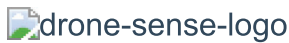
01

02 Visit [dronesense.com](https://dronesense.com) to learn more.

06

07

/137, 0369990



# Capital Area Council of Governments - TX - Quote

Quote created: June 28, 2023

Reference: 20230628-174540021

## Capital Area Council of Governments - TX

6800 Burleson Road

Austin, TX 78744

United States

### Dee Harrison

dharrison@capcog.org

## Comments

DIR Contract DIR-CPO-4708

Joseph Sims - Account Executive DroneSense  Joseph Sims

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
DIR Class 1 UAS License	DSC1-DIR	1	\$1,400.00 / year	\$1,400.00 / year for 1 year
DIR Advanced Video Sharing	DSAVS-DIR	1	\$300.00 / year	\$300.00 / year for 1 year
DIR Advanced Geospatial Features	DSGEO-DIR	1	\$200.00 / year	\$200.00 / year for 1 year
DIR Mobile Streaming And Tracking (MSAT)	DSMSAT-DIR	1	\$2,400.00 / year	\$2,400.00 / year for 1 year
DroneSense Support Initial setup and online training, 24/7 technical support via tickets & phone as outlined in Terms and Conditions, and fair use storage on DroneSense cloud. Product training webinars and software maintenance.	DSS	1	\$0.00 / year	\$0.00 / year
Annual subtotal				\$4,300.00
Total				\$4,300.00

# Signature

Signature

Date

Printed name

This quote expires on September 26, 2023

## PLATFORM TERMS & CONDITIONS

These PLATFORM TERMS & CONDITIONS ("Terms" and together with the order (the "Order") associated herewith, this "Agreement") set forth the terms and conditions pursuant to which DroneSense, Inc. ("DroneSense") shall provide the elements of its platform (including without limitation Pilots, Operations, and Administration, each, a "Platform Element" and together, the "Platform") contemplated by the Order to Customer. Each Order is subject to these Terms. Capitalized terms used herein but not defined herein have the meanings ascribed to them in the Order. In consideration of the mutual promises contained herein, the parties agree as follows:

1. **SUBSCRIPTION TO THE PLATFORM.** Customer agrees to purchase from DroneSense, and DroneSense agrees to provide to Customer, the Platform subscription (the "Subscription") as indicated in the Order for the quantity and type as set forth in the Order (the "Authorized Products"). Each Subscription includes Pilots, Operations, and Administration (all as defined herein).
2. **SAAS OFFERING**

2.1. **Provision of Service; Users.** During the Term of any Subscription and subject to the terms and conditions set forth herein, including without limitation Customer's payment of all Fees due hereunder and any restrictions or parameters set forth in this Agreement, Customer and its Users shall have a limited, non-exclusive, non-transferable, non-sublicenseable, royalty-free right and license to access and internally use Pilots, Operations, and Administration for its intended purpose for the Authorized Products. DroneSense will use commercially reasonable efforts to provide Customer with access to its Platform consistent with its Service Level Agreement ("SLA") as set forth on DroneSense's website Users will be required to abide by the terms of this Agreement. Any breach by a User will be deemed to be a breach by Customer. Customer shall be solely responsible for managing and administering User accounts, including issuing usernames and passwords, provided that DroneSense may terminate or suspend any User's access to the Platform for any breach without notice. Customer shall be solely responsible for the security and confidentiality of Customer's account information, including usernames and passwords, and will ensure that no third party uses Customer's account. Customer shall immediately notify DroneSense in the event that Customer becomes aware of any unauthorized access to the Platform or any violation of the terms of this Agreement by Customer or any User.

### 3. OTHER SERVICES

3.1. **Hosting and System Maintenance.** Customer acknowledges that DroneSense may host any or all Platform Elements, or elements of Platform Elements, using its own infrastructure or it may engage a third party to host on its behalf. DroneSense currently utilizes Amazon Web Services (AWS) GovCloud for hosting of certain Platform Elements. Updates may be provided at DroneSense's discretion at no additional charge, and DroneSense may, in its sole discretion, make any changes that it deems necessary or useful to maintain or enhance the quality or delivery of the Platform or to comply with applicable law. Scheduled system maintenance shall take place during a normal maintenance window, as reasonably determined by DroneSense. During such time, certain Platform Elements and their interaction with other Platform Elements may be unavailable. Emergency maintenance may be required at other times in the event of system failure.

3.2. **Technical Support.** During the Term of any Subscription, DroneSense will provide Customer with support regarding the Platform as provided in the SLA, found at [www.dronesense.com](http://www.dronesense.com), by phone at (833-DS-HELP-5) or by email at [support@dronesense.com](mailto:support@dronesense.com).

3.3. **Maintenance Services.** DroneSense will provide periodic updates and bug fixes for Platform Elements at its discretion during the Term of any Subscription ("Maintenance Services"). Any such updates or fixes will be considered DroneSense Software. DroneSense does not warrant that all errors or defects can or need to be corrected. The exclusions from warranty coverage under Section 7.2 are also exclusions from Maintenance Services under this Section. There may be feature charges for update or enhancement releases of Platform Elements.

3.4. **Training.** Initial training for the Platform is available online and should be scheduled directly with DroneSense. DroneSense will provide on-site training if purchased by Customer in the applicable Order.

3.5. **DroneSense Response Team.** DroneSense has developed the DroneSense Response Team (DRT). DRT is a team of DroneSense employees predominately made up of former first responders. Customer can request DRT support for a Public Safety event. DroneSense will work with customer to define scope of mission and ability to support. Based on the agreed to mission scope, they will come with an appropriate set of drones and equipment for the mission. Duration and any applicable cost or expenses reimbursement would be mutually agreed to with the customer ahead of deployment.

The DRT role and capabilities can include:

- (a) Flying and live streaming real time information to incident command, EOC and subject matter experts,
- (b) Providing training on-site to other first responders that have not previously used DroneSense,
- (c) Trouble shooting any software issues that occur and help identify and resolve networking issues,
- (d) Assist in validating and updating correct firmware for agencies drones and controllers,
- (e) Helping set up Shared Mission codes and coordinate multiple agencies flying collaboratively,
- (f) Coordinate and build out map layers to insure safe operating space for multiple agency operations,
- (g) Act as a single point of contact for any DroneSense related issues back to our support operation center,
- (h) Assist with After Action Report and documentation of flights, recordings and logging of equipment and personnel, (i) Provide operational and logistical support.

### 4. CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES

4.1. **Customer Assistance.** Customer shall provide DroneSense with all information, materials and assistance as reasonably required for DroneSense to activate and operate the applicable Platform Elements for Customer and its Users pursuant to this Agreement.

4.2. **Compliance with Applicable Law.** Customer and each User uses the Platform at its own initiative and is responsible for compliance with any applicable laws, including without limitation any federal, state or local employment and/or tax laws. WITHOUT LIMITING THE FOREGOING, CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL LAWS AND REGULATIONS PERTAINING TO THE OPERATION AND MAINTENANCE OF ANY AIRCRAFT. DroneSense may also impose limits on the use or access to the Platform as required by law.

4.3. **Third Party Elements.** Customer acknowledges that one or more Platform Elements may contain data, software or components that are either owned by a third party or in the public domain ("Third Party Elements"). Customer's rights in the Third Party Elements comprised by software are governed by and subject to the terms and conditions set forth in the applicable third party license(s) also set forth therein. Customer acknowledges and agrees to fully comply with such terms and conditions. IN ADDITION TO ANY DISCLAIMERS SET FORTH IN SUCH TERMS AND CONDITIONS, TO THE FULLEST EXTENT PERMITTED UNDER LAW AND THE APPLICABLE THIRD PARTY LICENSES OR OTHER THIRD PARTY AGREEMENTS, THE DISCLAIMERS SET FORTH AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN SHALL APPLY TO DRONESENSE AND ITS LICENSORS WITH RESPECT TO SUCH THIRD PARTY ELEMENTS.

4.4. **Restrictions.** Customer may not rent, lease, lend, sell, redistribute, reproduce or sublicense any Platform Element, or use any Platform Element as a service bureau. Customer may not copy, decompile, reverse-engineer, disassemble, attempt to derive the source code of, modify, create derivative works of any Platform Element, or any part thereof, or use any Platform Element in violation of any law or regulation. If for some reason these restrictions are prohibited by applicable law or by an agreement DroneSense has with one of its licensors, then the activities are permitted only to the extent necessary to comply with such law or license(s). Customer shall not exploit any Platform Element in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity. Customer will comply with reasonable storage guidelines, each as established from time to time by DroneSense. DroneSense reserves the right to limit Customer's storage of Data (defined in Section 5.2) if Customer exceeds reasonable amounts. Customer will be solely responsible for the following: (i) providing all hardware, software, networking and communications capabilities, including any cellular data plans, storage devices, or SIM cards, required for use of the Platform; (ii) at all times using the Platform in accordance with the applicable documentation and any other written instructions provided by DroneSense; (iii) using the Platform in a manner that does not infringe the intellectual property, privacy or other rights of third parties, and (iv) ensuring that Customer and its Users do not upload or transmit viruses or malicious code via the Service. No User shall share his/her username or password with other individuals within or outside of Customer's organization, without DroneSense's written approval.

### 5. INTELLECTUAL PROPERTY

5.1. **Reservation of Rights.** All intellectual property rights in and to the Platform and all Platform Elements remain the sole property of DroneSense and/or its licensors. If Customer or any of its Users submits to DroneSense comments, suggestions, or other feedback regarding the Platform or any Platform Element ("Feedback"), Customer agrees that DroneSense will be free to use such Feedback for product improvement without accounting or obligation.

5.2. **Rights in Data.** As between DroneSense and Customer, Customer shall own all right, title, and interest in and to any data that is collected by DroneSense from Customer and its Users, and in connection with their use of the Platform ("Data"). Customer grants and agrees to grant to DroneSense a non-exclusive, transferable, sublicenseable, royalty free license to use such Data in order to provide the applicable elements of the Platform to Customer and as necessary to monitor and improve the Platform. DroneSense shall have the right to use the Data, on an aggregated and non-identifiable basis only ("Blind Data"), to collect, develop, create, extract or otherwise generate statistics and other information and to otherwise compile, synthesize and analyze

such Data, and DroneSense will solely own the Blind Data. It is Customer's sole responsibility to back up its Data, and Customer agrees and acknowledges that post termination or expiration of this Agreement it may not have access to the Data.

## 6. PAYMENT TERMS.

6.1. **Fees.** Applicable fees and pricing for the Subscription is set forth on the Order. Subscription renewal pricing is specified in Section 11.2 and 11.3.

6.2. **Payment Terms.** Customer hereby agrees to pay DroneSense all Fees on or prior to the Order date or the applicable renewal date, by issuing a check to DroneSense, or using a credit card or other electronic payment method on file with Customer's account. If Customer pays via one of a third party payment vendor (e.g. Stripe or PayPal), Customer agrees to abide by such vendor's then-current terms of use and pay any associated processing fees separate from what appears in the Order. All Fees are non-refundable and are payable in U.S. dollars. Any Fees remaining unpaid for more than fifteen (15) days past their due date shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law. DroneSense may also (at its discretion and in addition to other remedies it may have) suspend any pending deliveries or services, and Customer's and its Users' access to the Platform if any invoice remains unpaid for more than fifteen (15) days.

6.3. **Taxes.** The Fees set forth on the Order do not include local, state or federal sales, use, value-added, excise or personal property or other similar taxes or duties, and any such taxes shall be assumed and paid by the Customer except those taxes based on the net income of DroneSense. DroneSense shall have no liability for any taxes owed by Customer or its Users as a result of the Customer's use of the Platform. If Customer is a tax-exempt, entity, Customer shall provide a copy of the tax-exemption certificate to DroneSense upon execution of Order.

## 7. WARRANTIES AND DISCLAIMER.

7.1. **Mutual Warranties.** Each party represents that it is a public entity, or a corporation that is duly organized, validly existing, and in good standing in the jurisdiction in which it is incorporated, and that it has the requisite power and authority to execute and deliver this Agreement and to carry out the transactions contemplated by this Agreement and that it will do so in accordance with, and acknowledges that this Agreement is subject to, applicable law. Each party represents and warrants that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude it from complying with the provisions hereof.

7.2. **Disclaimer.** THE FOREGOING CONSTITUTES DRONESENSE'S ONLY WARRANTIES CONCERNING THIS AGREEMENT AND THE PLATFORM, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE. CUSTOMER SHALL NOT AND HAS NO AUTHORITY TO MAKE ANY WARRANTY ON BEHALF OF DRONESENSE TO ANY USER CONCERNING THE SERVICE.

## 8. CONFIDENTIALITY

8.1. **Definition. "Confidential Information"** means any proprietary information, customer information, product plans, inventions, technical data, trade secrets, know-how, or other business information, in each case disclosed by a disclosing party hereunder. Except as otherwise provided for herein, DroneSense's Confidential Information includes, without limitation, each Platform Element, any DroneSense software comprising the same (if applicable), and the terms and conditions of this Agreement. Customer's Confidential Information includes, without limitation, the Data.

8.2. **Exclusions.** Notwithstanding Subsection 8.1, nothing received by a receiving party shall be construed as Confidential Information which: (a) is now available or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality; (c) is known to the receiving party prior to such disclosure; or (d) is, at any time, developed by the receiving party independent of any such disclosure(s).

8.3. **Non-Use and Non-Disclosure.** The receiving party shall not disclose Confidential Information to any third party (other than as set forth herein) and may only use the disclosing party's Confidential Information for the intended business purpose related to this Agreement and for the benefit of the disclosing party or as expressly set forth herein. Both parties shall protect Confidential Information from disclosure or misuse by using the same degree of care as for their own confidential information of like importance, but shall at least use reasonable care. It is understood that said Confidential Information shall remain the sole property of the disclosing party unless otherwise expressly set forth herein.

8.4. **Disclosure Required by Law.** Notwithstanding Subsection 8.3 above, a receiving party may disclose the other party's Confidential Information if the information is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the receiving party must give the disclosing party prompt written notice and obtain or allow for a reasonable effort by the disclosing party to obtain a protective order prior to disclosure.

## 9. LIMITATION OF LIABILITY AND REMEDIES.

9.1. **NO LIABILITY FOR THIRD PARTIES.** DRONESENSE SHALL HAVE NO LIABILITY OR OBLIGATION WITH RESPECT TO THIRD- PARTY ELEMENTS. CUSTOMER'S SOLE REMEDIES WITH RESPECT THERETO SHALL BE BETWEEN CUSTOMER AND THE APPLICABLE THIRD-PARTY.

9.2. **DISCLAIMER OF DAMAGES.** EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTIONS 4 ("CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES"), 8 ("CONFIDENTIALITY") OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSSES OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, OR LOST SAVINGS) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

9.3. **MAXIMUM LIABILITY.** EXCEPT FOR LIABILITIES RESULTING FROM A BREACH OF SECTIONS 4 ("CUSTOMER ACKNOWLEDGEMENTS AND RESPONSIBILITIES"), 6 ("PAYMENT"), 8 ("CONFIDENTIALITY") OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY'S LIABILITY HEREUNDER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) IN THE AGGREGATE EXCEED THE FEES RECEIVED BY DRONESENSE HEREUNDER.

9.4. **Allocation of Risk.** The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and voluntary allocation between them of the risk associated with Customer's use of the Platform and, but for this provision, DroneSense would not have made the Service available to Customer hereunder. DroneSense's compensation reflects such allocations, and the limitations and exclusions will apply notwithstanding the failure of essential purpose of any limited remedy contained herein.

## 10. INDEMNIFICATION.

10.1. **By DroneSense.** DroneSense shall defend Customer from and against any claim, demand, or action in any form brought by a third party against Customer, and indemnify and hold Customer harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees, in each case that are finally awarded to the third party by a court of competent jurisdiction or otherwise owed in any settlement, in each case to the extent arising from or related to any allegation that any Platform Element, as provided to Customer and used within the scope of this Agreement, infringe any U.S. patent, copyright, or trade secret. Notwithstanding the foregoing, DroneSense will have no liability for any infringement claim of any kind if the claim results from: (a) modifications made other than by DroneSense; (b) unauthorized or unlicensed use; (c) any Third Party Elements; (d) the combination, operation or use of any Platform Element with equipment, devices or software not supplied by DroneSense, to the extent such a claim would have been avoided if the Platform Element was not used in such combination; (e) use of information, materials, Content, Data, or marks provided to DroneSense; or (f) or compliance by DroneSense with designs, plans or specifications furnished by or on behalf of Customer.

10.2. **By Customer.** To the extent allowed by law, Customer shall defend DroneSense from and against any claim, demand, or action in any form brought by a third party against DroneSense, and indemnify and hold DroneSense harmless from any damages, liabilities, losses, costs, and expenses, including reasonable attorneys' and experts' fees, in each case that are finally awarded to the third party by a court of competent jurisdiction or otherwise owed in any settlement, in each case to the extent arising from or related to: (a) unauthorized, negligent or illegal use of the Platform, or any hardware used in conjunction with the Platform, such as, but not limited to, unmanned aerial systems ("Customer Hardware"), by Customer or any User; (b) any Content or Data provided by Customer or a User, or (c) personal injury, property damage or loss of life caused by Customer Hardware.

10.3. **Rights Upon Infringement.** If Customer's use of the Platform is, or in DroneSense's opinion is likely to be, enjoined due to the type of infringement specified in Subsection 10.1 above, DroneSense may, at its sole option and expense: (a) procure for Customer the right to continue using the same under the terms of this Agreement; (b) replace or modify the same so that it is non-infringing; or (c) if options (a) and (b) above cannot be accomplished despite DroneSense's reasonable efforts, then DroneSense may terminate Customer's rights and DroneSense's obligations hereunder and refund a pro-rata portion of any pre-paid Fees paid therefore, based upon Customer's use to date.

10.4. **Conditions Precedent.** The indemnifying party will have no obligation under this Section as to any claim, suit, or proceeding unless: (a) the indemnified party promptly notifies the indemnifying party in writing of such claim, suit, or proceeding; (b) the indemnifying party has sole control of its defense and settlement; and (c) the indemnified party, upon request of the indemnifying party, cooperates in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and such attorneys in the investigation, trial and defense of such lawsuit or action and any appeal arising therefrom; provided, however, that the indemnifying party keeps the indemnified party informed of and consults with the indemnified party in connection with the progress of such litigation or settlement; and (c) the indemnified party may choose to participate in the defense or settlement of the claim at its own expense.

10.5. **Sole Remedy.** The provisions of this Section set forth DroneSense's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement of any industrial or intellectual property rights of any kind.

## 11. SUBSCRIPTIONS, TERM AND TERMINATION.

11.1. **Term.** This Agreement will commence on the Effective Date and unless terminated as set forth herein, will continue for so long as a Subscription is still in effect hereunder, including any renewal terms.

11.2. **Single Year Subscriptions.** A Single Year Subscription will be for the one-year initial term, and pricing will be at the rate specified in the Order, the DroneSense's then-current pricing. Single Year Subscriptions and any Additional Subscriptions shall automatically renew for successive one-year periods at DroneSense's then current pricing unless a party notifies the other of its intention not to renew at least thirty (30) days prior to the end of the initial term of a Subscription or thirty (30) days prior to the end of the renewal term. The initial term and all renewal terms shall be the "Term" of the applicable Single Year Subscription.

At any time during a Single Year Subscription, Customer may order additional drones to be added at the then current DroneSense price (an Additional Subscription). They will be pro-rated for time remaining in the current Subscription Period. For Additional Subscriptions (a) Customer will be able to use DroneSense software for 15 days, (b) after 15 days customer will need to either archive the new drone(s) or (c) be invoiced for the Additional Subscriptions, (d) the term will be coterminous with the Single Year Subscription, (e) are payable net 30 after invoice, and (e) are subject to auto renewal the same as set forth above for Single Year Subscriptions.



11.3. **Multi-Year Subscriptions.** If Customer enters into a Subscription for a period of two or more years (a Multi-Year Subscription), the license pricing will be as set forth in the Order (Contract Price) and will not increase during the Term of the Subscription. Renewals of a Multi-Year Subscription will also be at the original Contract Price. Payment for each year during the Term will be due annually on each anniversary of the Effective Date. For Multi-Year Subscriptions, the Subscription shall automatically renew for successive periods (each successive period to be for the same number of years as the first) following the previous term unless one party notifies the other of its intention not to renew at least thirty (30) days prior to the end of the initial term of a Multi-Year Subscription. The initial term and all renewal terms shall be the "Term" of the applicable Multi-Year Subscription.

At any time during a Multi-Year Subscription, Customer may order additional drones to be added at the Contract Price (an Additional Subscription). They will be pro-rated for time remaining in the current Multi-Year Subscription period. For Additional Subscriptions (a) Customer will be able to use DroneSense software for 15 days, (b) after 15 days, the customer will need to archive the new drone (s) or DroneSense will invoice customer for the Additional Subscription, (c) the term will run coterminous with the Multi-Year Subscription, (d) the invoice is payable at Customer's option either net 30 of invoice date, or in arrears at the end of the current term, and (d) are subject to auto renewal the same as set forth above for Multi-Year Subscriptions. Customer will notify DroneSense of its payment choice within 10 days of invoice.

11.4. **Termination.** In the event that a party is in breach of the terms of this Agreement applicable to a given Subscription and does not cure such breach within thirty (30) days following notice thereof, then the other party may immediately suspend performance (including delivery and/or access to the applicable Platform Element, in the case of DroneSense) or terminate the applicable Subscription by sending written notice to the breaching party. Unless otherwise expressly specified as applying only to a given Subscription, Customer's obligations under this Agreement shall apply to any and all Subscriptions issued hereunder, and an uncured breach thereof shall entitle DroneSense to terminate any and all other Subscriptions and/or this Agreement. Subject to Section 5.2 of this Agreement, upon termination, DroneSense must promptly return any and all Data collected, maintained, created or used in the course of the performance of this Agreement, in whatever form it is maintained, at the request of the Customer, except for Blind Data.

11.5. **Effect of Expiration or Termination.** Sections 6 (with respect to amounts accrued or payable prior to termination), and 4.3, 4.4, 5, 6, 7.2 and 8-12 shall survive any expiration or termination of this Agreement. All other rights and obligations shall cease and be of no further force or effect.

## 12. GENERAL.

12.1. **Publicity.** Either party may request a joint press release to announce their relationship, however, any such press release relating to this Agreement will only be announced with the prior written approval of both parties. During the term of this Agreement, either party may include the name and logo of the other party in lists of customers or vendors and on its website, in accordance with the other party's standard trademark usage guidelines (if any).

### 12.2. Entire Agreement.

12.3. This Agreement, including the Orders and any schedules and/or attachments referenced herein or issued hereunder constitute the entire agreement of the parties with respect to the subject matter contemplated herein, and supersede any prior representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof, provided that with respect to Confidential Information disclosed thereunder this Agreement shall not affect any surviving provision of any NDA or other agreement by and between the parties. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto, or unless and except to the extent Customer accepts a subsequent click-to-accept agreement delivered by DroneSense via the Platform.

12.4. **Governing Law and Jurisdiction.** The Agreement will be governed by the laws of the state where the delivery of services first occurs under this Agreement. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated herein, to the extent that such convention might otherwise be applicable.

12.5. **Relationship of Parties.** The parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. DroneSense reserves the right to utilize subcontractors.

12.6. **Attorneys' Fees.** In any court action at law or equity which is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

12.7. **Equitable Relief.** The parties agree that a material breach of the confidentiality provisions of this Agreement or restrictions set forth herein would cause irreparable injury to DroneSense for which monetary damages alone would not be an adequate remedy, and therefore DroneSense shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.8. **Force Majeure.** Neither party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, terrorism, energy crises, pandemics, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other accidents or catastrophes, or any other occurrences which are beyond such party's control.

12.9. **Government Use.** The use, duplication, reproduction, release, modification, disclosure, or transfer of the Platform, no matter how received by the United States Government, is restricted in accordance with the terms and conditions contained herein. All other use is prohibited. Further, the Platform was developed at DroneSense's private expense and is commercial in nature. By using or receiving the Platform, any Government user agrees to the terms and conditions contained in this Agreement including the terms and conditions contained in this paragraph.

12.8. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, provided that no consent is required in connection with a merger, reorganization, consolidation, amalgamation, sale of assets or similar transaction. Any purported assignment in violation of this Section shall be null and void. The Agreement shall be binding on all permitted successors and assigns.

12.10. **Severability.** The invalidity or unenforceability of any provision hereof, or any terms thereof, shall not affect the validity of this Agreement as a whole, which will at all times remain in full force and effect.

12.11. **Waiver.** The failure of either party to enforce at any time the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

12.12. **Order of Preference.** If there is a conflict between the terms and conditions of this Agreement and any contracts incorporated by reference, they shall have the following precedence: the Order and then the Terms.

12.13. **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth below or in the Order or to such other address as may be specified by either party to the other in accordance with this Section.

## Questions? Contact me

 Sender avatar

**Joseph Sims**

Account Executive

joseph@dronesense.com

+15122537203

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**DroneSense**

2028 E Ben White Blvd #240-4502

Austin TX 78741

United States

## EXECUTIVE COMMITTEE MEETING

**MEETING DATE:** August 9, 2023

**AGENDA ITEM:** #10 Consider Authorizing Contract Amendment for Combined Community Action Inc. Nutrition Services

### GENERAL DESCRIPTION OF ITEM:

In reviewing the monthly requests for reimbursement, staff identified one provider where actual expenditures may exceed the projected amount of that budgeted for FY 2023. Pandemic related expenses have outpaced original budget projections and therefore require an additional amendment.

- Combined Community Action, Inc. (CCA) contract requires an increase of \$104,549 to continue to provide services through the end of FY23. This will bring the total of the funding allocated for FY 2023 from \$1,238,261.00 (as per Contract Amendment No. 3) to a total of \$1,342,810.00.

The continued closure of congregate meal sites due to pandemic risks, an increase in the older adult population and unprecedented high demand due to closures and inflation causing food insecurity throughout is the reason for the increase.

### 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: \$104,549 in additional funds to nutrition provider

Source of Funds: Title III – Older Americans Act funding, CARES Act Funding

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

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

**PROCUREMENT:** The contract was awarded through a competitive RFP process in March 2020.

**ACTION REQUESTED:** Authorize amendment to contract for nutrition provider –Combined Community Action, Inc. for additional funding.

### BACK-UP DOCUMENTS ATTACHED:

Contract Amendment #4 for Combined Community Action

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

**Capital Area Council of Governments Contract  
for Older Americans Act Programs**

**AMENDMENT No. 4**

The Capital Area Council of Governments, hereinafter referred to as CAPCOG, and **COMBINED COMMUNITY ACTION, INC hereinafter** referred to as SUBRECIPIENT, who are collectively referred to in this Amendment as the “**Parties,**” to a services contract effective October 1, 2020, now want to further amend the Contract.

Whereas the Parties want to exercise the option to extend the Contract in accordance with Section 5 of the Contract, Contract Amendments; and

Whereas CAPCOG wants to add funds to pay for services provided by Contractor during the as funding resources have been made available through the Health and Human Services Commission (HHSC).

The Parties therefore amend the Contract as follows:

1. **Amendment to Section 6**

2. Section 6 of the Contract, Funding, is hereby amended and restated in its entirety to read as follows:

A. Total Contract Amount

The total amount of this Contract 2021-2023 is not to exceed \$ **4,095,784.00**.

The funding allocated for each federal fiscal year (FFY) is not to exceed the following amounts:

1. FFY 2021 – **\$1,503,080.00** for October 1, 2020, through September 30, 2021.  
and
2. FFY 2022 - **\$ 1,249,894.00** for October 1, 2021, through September 30, 2022.  
and
3. FFY 2023- **\$1,342,810.00** for October 1, 2022, through September 30, 2023

3. This Amendment shall be effective when signed by both parties.

4. Except as amended and modified by this Amendment, all terms, and conditions of this Contract, as amended, shall remain in full force and effect.
5. Any further revisions of the Contract shall be by written agreement of the Parties.

**SIGNATURE PAGE FOLLOWS**

**Capital Area Council of Governments**

**Subrecipient:**

**COMBINED COMMUNITY ACTION INC**

\_\_\_\_\_  
Subrecipient's VIN or EIN

\_\_\_\_\_  
Betty Voights

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Title

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

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

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 9, 2023

AGENDA ITEM: #11 Consider Awarding a Contract to Dahill for Copier and Printing Leasing and Maintenance

### GENERAL DESCRIPTION OF ITEM:

Due to the need to replace some of CAPCOG's existing inventory of printers and copiers, and to procure a maintenance contract, the IT department solicited proposals from vendors available through cooperative purchasing agreements. Based on our evaluation of equipment reliability, service support and cost, and the ability to serve existing equipment that CAPCOG already owns, the IT department is recommending awarding a 5-year lease-to-own and maintenance agreement with Dahill through the PACE Cooperative Contract Pricing program.

The original 2017 Dahill/Xerox Lease and Support contract for copiers and printers expired in October 2022. Upon completion of the contract, CAPCOG had the option to purchase the Xerox equipment for \$1. This option was executed, and a new support contract was procured for one year to continue utilizing the functioning equipment. Since Dahill is the only vendor capable of servicing our existing equipment, we would be unable to service our existing equipment under a long-term contract with any other vendor.

Dahill's proposal includes upgrading all the existing Xerox machines with comparable replacements, unlimited toner, staples, parts, labor and service. The option to add existing equipment CAPCOG now owns, in times of need, will be allowed and supported. The cost will be \$41,077.22 annually for a 5-year term, which represents an 8% increase from the previous agreement that was procured in 2017. This cost is 10% higher than the quote provided by Knight Office Solutions, but the IT department believes that the quality of service that CAPCOG has received from Dahill and their ability to maintain our existing equipment is worth the extra \$3,841.22 per year (\$19,206.10 total) over the five-year term of the contract, so it represents the best value to CAPCOG,

### 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: \$205,386.10

Source of Funds: Cost pool allocated to all funding sources

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: Cooperative Purchasing Program (PACE)

### ACTION REQUESTED:

Award a contract to Dahill for an amount not to exceed \$205,386.10 for leasing and maintaining copiers and printers from October 1, 2023 – September 30, 2028

**BACK-UP DOCUMENTS ATTACHED:**

1. Procurement Memo
2. Proposal from Dahill

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



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BASTROP BLANCO BURNET CALDWELL FAYETTE HAYS LEE LLANO TRAVIS WILLIAMSON

## MEMORANDUM

### July 24, 2023

**TO:** Executive Committee

**FROM:** Kelly C. Claflin, Director of Information Services/Chief Information Security Officer

**RE:** Procurement of Dahill/Xerox Copier and Printer Services Contract

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#### Background on Current Status

In 2017, CAPCOG signed a 60-month lease and support contract with Dahill/Xerox to provide business copiers and printers, with an option to purchase the equipment for \$1 at the end of the term of the contract. With this contract, CAPCOG received 7 business class multifunction copier/scanner/printers and 13 desktop printers. The multifunctional printers would be distributed throughout CAPCOG's offices and could be used by multiple departments for high volume printing. In September 2022, the contract term ended and CAPCOG exercised the option to purchase the equipment for \$1 and entered into a one-year service-only contract with Dahill.

#### Procurement of New Contract

Due to the need to replace some of the existing equipment and the desire for a longer-term maintenance contract, the IT department solicited bids from several vendors through cooperative purchasing programs, which is an authorized alternative to a formal request for proposals for contracts valued \$50,000.0 or more under CAPCOG's procurement policy. The method of exploring other options was carried out by contacting vendors from the DIR vendor portal online. We provided a list of the current equipment and a scope of services as follows:

1. Provide comparable copier/printers to the existing equipment regarding printing speeds, color quality and functions;
2. Provide supplies, service, and support for all machines proposed;
3. Provide service support for an HP DesignJet Z6 Plotter;
4. Provide service support for a few existing HP desktop printers;
5. Provide a cost breakout for the monthly cost for leases and support; and
6. Be able to provide service support for existing Xerox machines we decide to add to the printer pool.

It was important to include the availability of service support for the current Xerox machines we now own as part of a redundancy plan. CAPCOG has the option to sell the current equipment and/or keep certain devices for backups.

Upon obtaining and discussing the proposals, it was determined that the best decision for CAPCOG would be to sign an agreement with Dahill/Xerox through the PACE Cooperation Contract Pricing program. This pricing was determined to be a better rate for Xerox equipment than the DIR option.

Upon signing such an agreement, we will agree to provide new, comparable models of our current Xerox equipment. Dahill will provide parts, labor, service, toner, supplies and staples for all Xerox printers. Dahill will be able to provide service support for our HP DesignJet Z6 plotter at a time and materials rate. We will continue to pay a per-print fee on any black & white and color prints made that exceeds a monthly allowance, which has been set at an amount we routinely do not exceed. The proposed agreement has our monthly cost at \$3,423.10 at 60 months for a total cost of \$205,386.

CAPCOG did receive one other proposal from Knight Printing Solutions that would provide Sharp equipment at a lower rate of \$3,103.00 per month, but there was no guarantee that they would be able to service CAPCOG's existing Xerox equipment, and while CAPCOG's IT staff has a high degree of satisfaction and confidence in the service provided by Dahill, we do not have experience with Knight Printing Solutions to determine that the roughly 10% price difference would be worth the uncertainty, especially given the long-term nature of the contract. Dahill's response time has been excellent and supply requests have been promptly fulfilled.





# Business Solutions Southwest

Xerox Business Solutions Southwest Pricing Proposal  
Prepared Exclusively for Capital Area Council of Governments (CAPCOG)  
June 26, 2023

**This Pricing Proposal contains the following sections :**

1. Replacement Fleet Catalog with Pricing Summary
2. Service & Lease Pricing Summary

**Section 1: Replacement Catalog for Devices**

**Color Departmental MFP**

**(1) Xerox VersaLink C7030S (Low Volume Color Device– Replaces SN 9TX216436– Finance)**

- 30ppm B&W/ 30ppm Color
- 11" x 17" Paper Size Compatible
- Up to 55ipm color scanning
- 110-sheet capacity document feeder
- Network printing at 1200x1200 dpi
- Standard 1,040 sheet capacity in 2-drawers
- 100-sheet bypass tray
- 1.05 GHz Quad-Core / 2 GB system memory
- Adobe Postscript 3, PCL 6
- Print to/scan from USB memory stick
- Mobile Printing, Xerox App Gallery
- Encryption and secure print



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$34.74/Month
Postscript	\$3.74/Month

**(1) Xerox AltaLink C8135 (Low-Volume Color Device– Replaces SN 3TX390145– AAA Reception Area)**

- 35ppm B&W/35ppm Color
- Up to 141pm color scanning
- 130-sheet single pass duplex automatic document feeder
- Network printing at 1200x12400 dpi
- Standard 3,040 sheet capacity in 4-drawers
- 100-sheet bypass tray
- Office Finisher
- 2/3 HP
- Adobe PostScript 3, PCL
- 128 GB SSD
- Print to/scan from USB memory stick
- Mobile Printing, Xerox App Gallery
- Encryption, Disk overwrite security, secure print



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$98.05/Month
Office Staple Finisher	\$18.03/Month
2/3 Hole Punch for Office Finisher	\$2.73/Month

**(1) Xerox AltaLink C8155 (Mid-Volume Color Device– Replaces SN 3TX389904-RE GIS)**

55ppm B&W/55ppm Color  
Up to 141ppm color scanning  
130-sheet single pass duplex automatic document feeder  
Network printing at 1200x12400 dpi  
Standard 3,040 sheet capacity in 4-drawers  
100-sheet bypass tray  
Office Finisher  
2/3 HP  
Adobe PostScript 3, PCL  
128 GB SSD  
Print to/scan from USB memory stick  
Mobile Printing, Xerox App Gallery  
Encryption, Disk overwrite security, secure print  
**Optional EFI A10 Print Server & EFI Spot On**



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$101.49/Month
Office Staple Finisher	\$18.03/Month
2/3 Hole Punch for Office Finisher	\$2.73/Month
EFI A10 Print Server	\$48.28/ Month
EFI Spot On	\$14.08/ Month

**(1) Xerox AltaLink C8170 (Mid-Volume Color Device– Replaces SN 6TB438272– HS Copy Room)**

70ppm B&W/70ppm Color  
Up to 141ppm color scanning  
130-sheet single pass duplex automatic document feeder  
Network printing at 1200x12400 dpi  
Standard 3,040 sheet capacity in 4-drawers  
100-sheet bypass tray  
Business Ready Finisher with 2/3 HP  
Adobe PostScript 3, PCL  
128 GB SSD  
Print to/scan from USB memory stick  
Mobile Printing, Xerox App Gallery  
Encryption, Disk overwrite security, secure print



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$108.96/Month
Business Ready Finisher with 2/3 HP	\$25.60/ Month

**Color Light Production MFP**

**(1) Xerox PrimeLink C9070 (Production Volume Color Device– Replaces SN E2B666197– Front Reception Area)**

70ppm B&W / 70ppm Color  
Up to 270ipm color scanning  
250-sheet capacity document feeder  
Network printing at 1200x2400 dpi  
Standard 2,180 sheet capacity in 4-drawers  
100-sheet bypass tray  
Business Ready Finisher with 2/3 Hole Punch  
EX-I Printer Server Fiery Integrated DFE  
Mobile Printing, Xerox App Gallery  
Encryption, Disk overwrite security, secure print



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$191.56/Month
Business Ready Finisher with 2/3 HP	\$27.32/ Month
1 Line Fax Kit	\$5.72/ Month
EX-I Print Server Fiery Integrated DFE	\$124.71/ Month

**Black & White Light Production MFP**

**(1) Xerox AltaLink B8170 (Large Volume BW Device– Replaces 3AG872122– AA File Room)**

70ppm B&W  
Up to 270ipm color scanning  
250-sheet single pass duplex automatic document feeder  
Network printing at 1200x12400 dpi  
Standard 3,040 sheet capacity in 4-drawers  
100-sheet bypass tray  
Office Finisher  
2/3 HP  
Fax  
Adobe PostScript 3, PCL  
128 GB SSD  
Print to/scan from USB memory stick  
Mobile Printing, Xerox App Gallery  
Encryption, Disk overwrite security, secure print



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$110.70/Month
Office Staple Finisher	\$18.03/ Month
2/3 Hole Punch for Office Finisher	\$2.73/ Month
1 Line Fax Kit	\$4.45/ Month

**Color Desktop MFP**

**(1) Xerox VersaLink C405 (up to 8.5\*14 size paper) (Replaces RELA Rm 165)**

36ppm B&W/ 36ppm Color  
Up to 27ipm color scanning  
50-sheet single pass duplex automatic document feeder  
Network printing at 600x600x8 dpi  
Standard 1,100 sheet capacity in 2-drawers  
150-sheet bypass tray  
Fax



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$21.20/Month

**(2) Xerox VersaLink C235XDNI (Replaces HP's)**

24ppm B&W/ 24ppm Color  
Standard 250 Sheet Paper Capacity  
Network printing at 1200x1200 DPI  
Up to 21ipm color scanning  
50-sheet single pass duplex automatic document feeder  
Network printing at 600x600x8 dpi  
Standard 250 sheet capacity in 1-drawers  
Fax



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$8.40/Month

**Color Desktop Printer**

**(9) Xerox VersaLink C410DN (Replaces C400's)**

42ppm B&W/ 42ppm Color  
Standard 250 Sheet Paper Capacity  
Network printing at 1200x1200 DPI



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$12.65/Month

**B/W Desktop Printer**

**(6) Xerox VersaLink B410DN (Replaces B400's)**

42ppm B&W  
Standard 250 Sheet Paper Capacity  
Network printing at 1200x1200 DPI



Proposed Unit/Accessory	60 mth Lease Price/ Unit
Base Unit	\$8.25/Month

**Section 2: Service & Lease Pricing Summary**

**Printers:**

New Device Model	Replacement Serial No.	B/W Allownce & Ovg. Rate	Color Allowance & Ovg. Rate
Xerox C410	7HB469856	Printer Pool: 15,000/ M	Printer Pool: 13,500/ M
Xerox C410	7HB469281		
Xerox C410	7HB469247		
Xerox C410	7HB469855		
Xerox C410	7HB469272		
Xerox C410	7HB469241		
Xerox C410	7HB469903		
Xerox C410	7HB469897		
Xerox C405	4HX576169		
Xerox B410	6HB026620		
Xerox B410	6HB026617		
Xerox B410	6HB026578		
Xerox B410	6HB026480		
Xerox B410	6HB026485		
Xerox B410	6HB026549		
Xerox C235X	CNBH114153		
Xerox C235X	CN64CDJ00T		

**MFP's:**

Device Model	Replacement Serial No.	B/W Allownce & Ovg. Rate	Color Allowance & Ovg. Rate
Xerox C70 (Retain)		MFP Pool: 40,000/ M	MFP Pool: 35,000/ M
Xerox C8170- NEW	6TB438272		
Xerox C7030- NEW	9TX216436		
Xerox B8170- NEW	3AG872122		
Xerox C8135- NEW	3TX390145		
Xerox C8155- NEW	3TX389904		
Xerox C9070XLS- NEW	E2B666197		

**Service Pricing Summary**

Device Type	Total Svc Price/ M	B/W Ovg. Rate	Color Ovg. Rate
Printer Pool (B/W & Color)	\$855.00	\$0.0075/ Copy	\$0.0550/ Copy
MFP Pool (B/W & Color)	\$1,405.00	\$0.0045/ Copy	\$0.0350/ Copy

**Total Price Lease + Service**

Type	60 mth Lease Price/ Unit
Lease (Includes upgrade of 6 Xerox MFP's & 18 Xerox Printers)	\$1,163.10 M
Service (Includes service for MFP's & Printers)	\$2,260/ M
Total Monthly Lease & Service	\$3,423.10/ M

## Terms and Conditions

- All equipment proposed is 100% new current models.
- Pricing is based on PACE Cooperative Contract Pricing.
- Additional accessories for devices are available upon request.
- Includes delivery, installation, network analyst services and training.
- Includes removal of upgraded equipment.
- Includes all OEM toner, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

*The information contained in this catalog is confidential or proprietary and is designed for the sole use of CAPCOG.*

## EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 9, 2023

AGENDA ITEM: #12 Report on Performance Evaluation of Executive Director

### GENERAL DESCRIPTION OF ITEM:

The Officers of the Executive Committee are charged with evaluating the annual performance of the executive director and making recommendations about performance requirements or compensation deemed appropriate. This year the process was initiated in July with distribution of the executive director performance evaluation form to the members of Executive Committee. The completed forms were returned to Edith Weider, Human Resources Manager, who provided them to the officers for their review. Completing their annual cycle of monthly meetings prior to the Executive Committee meeting, the officers will discuss the input received and meet with the executive director prior to the August 9th Executive Committee meeting; the chair will make the final report during the meeting.

### THIS ITEM REPRESENTS A:

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

PRIMARY CONTACT/STAFF MEMBER: Judge James Oakley, Chair

### BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget?

Yes

No

Does item represent a new expenditure?

Yes

No

Does item represent a pass-through purchase?

Yes

No

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

PROCUREMENT: N/A

### ACTION REQUESTED:

Accept the report and related recommendations by Judge James Oakley, Executive Committee Chair

BACK-UP DOCUMENTS ATTACHED: None

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



## EXECUTIVE COMMITTEE MEETING

MEETING DATE: August 9, 2023

AGENDA ITEM: #13 Consider Approving Committee Appointments

### GENERAL DESCRIPTION OF ITEM:

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

### THIS ITEM REPRESENTS A:

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

PRIMARY CONTACT/STAFF MEMBER: Betty Voights, Executive Director

### BUDGETARY IMPACT:

Total estimated cost: N/A

Source of Funds: N/A

Is item already included in fiscal year budget?  Yes  No

Does item represent a new expenditure?  Yes  No

Does item represent a pass-through purchase?  Yes  No

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

PROCUREMENT: N/A

### ACTION REQUESTED:

Approve any advisory committee recommendations.

### BACK-UP DOCUMENTS ATTACHED:

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

## **MEMORANDUM**

### **August 9, 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 Capital Area Emergency Communications District Strategic Advisory Committee (CAECD-SAC) has one representative vacancy (as of 2/23).
- The Criminal Justice Advisory Committee (CIAC) 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).