

**ARK-TEX COUNCIL OF GOVERNMENTS
HOMELAND SECURITY ADVISORY
COMMITTEE MEETING
August 24, 2023
MINUTES**

The meeting of the Ark-Tex Council of Governments Homeland Security Advisory Committee was called to order by **Andy Endsley** at 10:05 a.m., August 24, 2023 via zoom.

Whitney Fezell provided the minuets from February 16, 2023 meeting, **Randy Tuttle** made the motion to approve the minuets, seconded by **Larry McRae** and approved by majority.

Andy Endsley opened the floor for introductions. **Whitney Fezell** introduced Chad Graves, Leah Thomas, Calvin Nicholson, Tanner Crutcher. Whitney Fezell advised the committee that Ann Rushing, David Wood, Danny Richard, and Darrin Higgs has been replaced on the committee. The committee was also advised of a EMS representative vacancy.

Whitney Fezell provided the committee with a homeland security update. The committee was informed that there are several grants still open and will be closing in October or November, and that all purchases must be made before the end date of the grant in order to be reimbursed. The committee was advised to submit a grant extension if they are experiencing delays in receiving equipment.

The committee was advised of changes at the OOG, and was given contact information for the program manager (Will Ogletree) and grant manager (April Smalls).

Whitney Fezell briefed the committee on the OOG regional funding call. The committee has informed of the regional allocation as well as the projects that has been conditionally approved for funding. The committee was informed that the region received additional funds from reallocated FY22 funds. Whitney Fezell encouraged to committee to be vigilant when applying for drone projects due to numerous requirements. The committee was encouraging to submit the NSCR even if they did not receive funding because it is required to receive unallocated funds from previous grant years.

Whitney Fezell informed the committee of a new State and Local Cybersecurity Grant Program, and that additional information will be sent out once available.

The committee was informed that SERI projects should open again in December of 23, and that ATCOG would be submitting projects on behalf of the counties. The committee was encouraged to start evaluation their communication needs and getting project information together. The committee was reminded that SERI projects does not cover subscriber equipment such as mobiles and portables.

Whitney Fezell informed the committee of the special event data call from August 1-September 11, 2023. The committee was asked to submit their special events to ATCOG no later than September 5, 2023.

Whitney Fezell provided a communication exercise update. The committee was informed that ATCOG is working on completing the AAR and that communication exercise

documents will be accepted until August 31, 2023. The committee was informed that participation in the exercise will allot bonus point in the application scoring process in February.

The first voting item on the agenda is formation of a subcommittee to advise and review the ATCOG regional THIRA/SPR/IP plans. The committee was informed on the due dates for the documents and that the committee will meet 1-2 times in October to review and update the documents. Motion was made by Chris Black to form the committee with: Andy Endsley, Nathan Carrol, Leah Thomas, Rickey Draper, and Chris Black. Motion was seconded by Rickey Draper and approved by majority.

The next voting item on the agenda was to prioritize FY2023 State Homeland Security Program funding projects via ballot. Each applicant that was present provided a detailed description of their project. **Whitney Fezell** explained the ballot and the scoring process. **Whitney Fezell** informed members that ballots must be complete and signed to be accepted. **Jason Ricketson** made the motion to accept the ballots as the FY2023 prioritization listing, Motion seconded by **Tim Dial** and approved by the majority.

Andy Endsley opened the floor for questions and discussion.

Nathan Carrol presented TDEM updates.

Rea Washington and Merle Luster provided a 911 Public Safety Update regarding the working of the 911 call Network.

Whitney Fezell announced the next HSAC meeting is November 16th at TRMC 10am

Whitney Fezell announced the next repeater test on Tuesday September 5th

Whitney Fezell reminded the committee to respond to ATCOG Annual Board meeting invite.

ATTENDING:

Whitney Fezell – ATCOG Homeland Security Coordinator

Jason Ricketson- EMC- City of Sulphur Springs Police Department

Andy Endsley- Hopkins County EMC

Rickey Draper-City of Atlanta

Robert Hurst- EMC-Delta County

Leah Thomas-Mt. Vernon Police Department

Chad Graves- City of Paris Fire

Nathan Carroll- District Coordinator-TDEM

Randy Tuttle- EMC- City of Paris

Larry McRae-EMC- Mt. Pleasant Fire Chief

Chris Black-EMC-Texarkana Fire Chief

Arthur Anderson-Guest

Merle Luster- Guest

Rea Allen-Guest

Tracey Litton-Guest

Eli Green-Guest

Signature

Title

Date

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE PUBLIC SAFETY OFFICE WITHIN THE OFFICE OF THE GOVERNOR
AND
THE ARK-TEX COUNCIL OF GOVERNMENTS**

SECTION 1. PARTIES TO CONTRACT. The parties to this contract are the Public Safety Office within the Office of the Governor ("OOG") and Ark-Tex Council of Governments ("COG"). The OOG and the COG are referred to individually as a "Party" and collectively as the "Parties."

SECTION 2. AUTHORITY. This Interlocal Cooperation Agreement ("Agreement") is entered into pursuant to Section 791.011, Texas Government Code, and Section 391.011(c), Texas Local Government Code.

SECTION 3. ATTACHMENTS INCORPORATED. Unless otherwise specified, all attachments or exhibits referenced in the Agreement are incorporated into and expressly made a part of the Agreement.

SECTION 4. COG RESPONSIBILITIES.

4.1. The COG's primary responsibilities under this Agreement are outlined in the Statements of Work set forth in Attachment A and Attachment B ("SOWs"). The COG shall comply with all terms of this Agreement and shall perform its responsibilities and provide the services detailed in this Agreement to the OOG, or its designee, and to current and potential Public Safety Office applicants and grantees in Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus counties ("the COG's Region"). The COG shall comply with any applicable federal, state, county, local, and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations in connection with its obligations under this Agreement.

4.2. The SOWs establish deadlines by which the COG must perform specific responsibilities under the Agreement, including the submission of information to the OOG. The COG shall comply with all deadlines outlined in the SOWs.

4.3. The COG shall establish and maintain a minimum of one "External Peer Review User" account in eGrants (<https://egrants.gov.texas.gov/>) and shall use such account to submit priority lists and upload all information required to be submitted to the OOG under this Agreement.

SECTION 5. OOG RESPONSIBILITIES.

5.1. The OOG shall reimburse the COG in accordance with the terms of this Agreement.

5.2. The OOG or its designee shall provide training and technical assistance to the COG, as may be necessary, regarding the services required to be performed under this Agreement.

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- 5.3. The OOG shall review and act upon submissions by the COG requiring OOG actions.
- 5.4. The OOG shall verify the eligibility, reasonableness, and cost-effectiveness of proposed projects, and the availability of funding, and will render final funding decisions.
- 5.5. The OOG shall provide award documentation to each grantee that is awarded a grant by the OOG under one of the funding opportunities described in Section 5.6.
- 5.6. The OOG shall notify the COG when grant funds are awarded by the OOG to a grantee in the COG's Region under any of the funding opportunities listed in HS4.1 of Attachment A or CJ5.1 of Attachment B.
- 5.7. The OOG shall notify the COG when grant funds of a grant recipient in the COG's Region are placed on hold.
- 5.8. Upon determining the eligibility status of each grant application for the funding opportunities listed in HS4.1 of Attachment A and CJ5.1 of Attachment B from an applicant in the COG's Region, the OOG shall make the grant application available for the COG to review through eGrants.

SECTION 6. AGREEMENT AMOUNT.

- 6.1. In consideration of the services provided by the COG pursuant to Attachment A, the OOG agrees to compensate the COG for the services rendered at a rate of \$2,056.25 per month for the months of September 2023 through July 2024, and the balance remaining of the total amount due in connection with Attachment A for August 2024, unless the provisions of Section 9.8 of this Agreement are invoked or deductions are made pursuant to Section 8 of this Agreement. The total payment for services provided under Attachment A shall not exceed \$24,675.00.
- 6.2. In consideration of the services provided by the COG pursuant to Attachment B, the OOG agrees to compensate the COG for the services rendered at a rate of \$5,121.85 per month for the months of September 2023 through July 2024, and the balance remaining of the total amount due in connection with Attachment B for August 2024, unless the provisions of Section 9.8 of this Agreement are invoked or deductions are made pursuant to Section 8 of this Agreement. The total payment for services provided under Attachment B shall not exceed \$61,462.19.
- 6.3. The total payment by the OOG for the services provided by the COG under this Agreement shall not exceed \$86,137.19.

SECTION 7. EFFECTIVE DATE AND TERM. This Agreement shall take effect on the date of last signature below and shall expire on August 31, 2024, unless it is amended, renewed, extended, or terminated earlier pursuant to the provisions hereof; however, the Parties acknowledge that their respective obligations concerning the submission of the final invoice and the processing of final payment necessarily extend beyond that date. This Agreement is subject to two one-year renewal options upon mutual agreement of the Parties, to be evidenced in writing

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prior to the expiration date of the initial term. The OOG may, in its sole discretion, with notice, extend this Agreement for up to three months if the OOG determines such an extension is necessary.

SECTION 8. FINANCIAL TERMS AND CONDITIONS.

8.1. Monthly Invoices. The COG shall submit a separate invoice for each SOW monthly, as specified in HS6.1 of Attachment A and CJ7.1 of Attachment B, detailing the services provided, the provisions of this Agreement to which the COG staff hours and services relate, and the amount billed.

8.2. Invoice Submission. Invoices shall be submitted to:

By email: ap@gov.texas.gov

By Mail:

Office of the Governor
Financial Services Division
P.O. Box 12878
Austin, Texas 78711-2878

By Hand Delivery:

Office of the Governor
Financial Services Division
1100 San Jacinto, 3rd Floor
Austin, Texas 78701

8.3. Review and Approval; Prompt Payment. Each invoice is subject to review and approval by the OOG before payment. The OOG will review invoices and notify the COG of any errors in its invoice in accordance with the timeframe specified in Chapter 2251, Texas Government Code (the Texas Prompt Payment Act). Upon acceptance of the COG's performance and receipt of an acceptable invoice required to be submitted under this Section, as well as any information the OOG requires under Attachment A or Attachment B, the OOG will process payment to the COG in accordance with the Texas Prompt Payment Act. It is the policy of the OOG to make payment on a properly prepared and submitted invoice within thirty calendar days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice.

8.4. Agreement Funding. The COG acknowledges and agrees:

8.4.1. Nothing in this Agreement creates an obligation or liability of the OOG more than the amounts delineated in this Agreement.

8.4.2. Funding for this Agreement is subject to the actual receipt by the OOG of funds appropriated to the OOG.

8.4.3. Funds, if any, received from the OOG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this Agreement.

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8.4.4. Notwithstanding any other provision of this Agreement, if the OOG is not appropriated the funds, or if the OOG does not receive the appropriated funds, for this program, or if the funds appropriated to the OOG for this program are required to be reallocated to fund other state programs or purposes, the OOG may reduce the amounts specified in this Section or terminate this Agreement without cost or penalty.

8.5. COG Failure to Perform or Comply. If the Executive Director of the Public Safety Office ("Executive Director") determines the COG has failed to perform or comply with any of the terms, conditions, provisions, or requirements of this Agreement, the OOG may withhold a portion of one or more monthly payments in an amount to be determined by the Executive Director, or the OOG may terminate this Agreement. The COG may recoup withheld payments if, in the Executive Director's sole discretion, the COG demonstrates that it has taken appropriate corrective measures.

8.6. Changes in Monthly Payments. The OOG may authorize an increase or decrease in the amount of any monthly payment under this Agreement upon showing of good cause. Any variation in a monthly payment amount will not affect the total payment amount specified in Sections 6.1 or 6.2.

8.7. Failure to Submit Required Information. If the COG fails to submit information required under either Attachment A or Attachment B of this Agreement to the OOG by the applicable deadline established in the relevant Attachment, the COG shall forfeit, for each failure, one-three hundred sixty fifth (1/365th) of the total payment amount for services provided under such Attachment for each day the COG fails to submit the information required by such Attachment.

8.8. Timely Submission of Information. If the COG fails to submit required information to the OOG within ten calendar days after the deadline established in either Attachment A or Attachment B of this Agreement, the OOG may terminate this Agreement without penalty, either in whole or in part. The provisions of this subsection in no way limit the discretion to withhold payment in accordance with this Agreement.

8.9. Final Invoice. The COG must submit the final invoice for payment under this Agreement no later than sixty calendar days after the expiration of this Agreement.

8.10. Final Payment Upon Completion. Final payment shall be made upon the satisfactory completion of the deliverables and services provided by the COG under this Agreement and the COG's delivery of a release of all claims against the OOG arising under or by virtue of this Agreement.

8.11. Continuation of Claims. Final payment under this Agreement or settlement upon termination shall not constitute a waiver any claims the OOG has against the COG.

SECTION 9. OTHER TERMS AND CONDITIONS.

9.1. Independent Contractor. In performing any services hereunder, the COG is, and undertakes performance as, an independent contractor and is responsible to all third parties for its

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acts or omissions, and the OOG shall in no way be responsible for the acts or omissions of the COG. The COG shall be, and shall remain, liable in accordance with applicable law for all bodily injury, disease, or death of third persons or loss of or damage to property of third persons arising out of or incident to the COG's work performance, and the COG agrees to comply with all international, state, local, and federal laws, ordinances, or regulations applicable to any such persons.

9.2. Subcontractors.

9.2.1. The COG, in subcontracting for the provision of any services under this Agreement, expressly understands and agrees that the OOG shall not be liable in any manner or at any time to the COG's subcontractors.

9.2.2. If the COG determines it is necessary or expedient to subcontract for any of the services required by this Agreement, the following conditions will apply:

9.2.2.1. The COG shall (i) submit cost estimates; (ii) submit a copy of the proposed subcontract to the OOG if requested; and (iii) obtain the written approval from the OOG before subcontracting.

9.2.2.2. The COG may identify the OOG as the intended beneficiary of a subcontract, but COG is not authorized to execute any contract directly obligating the OOG to the payment for services or otherwise identifying the OOG as a party to any subcontract.

9.2.2.3. In no event shall any provision of the Agreement be construed as relieving the COG of the responsibility for ensuring that all services under the Agreement, and any subcontracts thereto, shall be rendered in compliance with all the terms of the Agreement.

9.2.2.4. The COG will be the sole point of contact for the OOG with respect to any performances to be provided by the subcontractor, and any payments due to the subcontractor. The COG will identify a designated point of contact who shall be responsible for the coordination of all communications with the subcontractor.

9.2.2.5. The COG shall be solely and exclusively responsible for any payments and other claims due to subcontractors for work required by the Agreement. All payments to the COG for the actual, reasonable, and necessary expenses relating to the use of subcontractors is subject to the COG's compliance with the terms and conditions of the Agreement.

9.2.2.6. In accordance with the Texas Prompt Payment Act, the COG shall, upon receipt of payment from the OOG, pay a subcontractor the appropriate share of the payment not later than ten calendar days after the date the COG receives the payment. Upon request of the OOG, the COG shall promptly provide documentation in a form acceptable to the OOG to support confirmation of

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payments made by COG to a subcontractor. Any failure to promptly pay subcontractors as required by this Section may result in termination of the Agreement for cause.

9.2.2.7. The COG shall include a term in any subcontracts that places subcontractors on notice that the subcontract is subject to certain terms and conditions of the Agreement and holds that the event of any conflict between the terms of the subcontract and the Agreement, the Agreement shall prevail.

9.3. Amendments. Except as stated herein, the Agreement may be amended only upon written agreement signed by the Parties. The Parties stipulate and agree that any other acts, oral statements, or representations by either Party, their agents or employees that purport to amend the Agreement, including increasing the liability of the OOG or modifying the SOWs, is voidable by the OOG, unless the Agreement is amended in writing to increase the liability of the OOG or modify the SOWs.

Notwithstanding the paragraph above, if any of the following circumstances arises, the OOG reserves the right to amend the Agreement through execution of a unilateral amendment, which the OOG will provide to the COG: (i) to correct an obvious clerical error in the Agreement; (ii) to incorporate new or revised federal or state laws, regulations, rules, or policies that are required to be included as part of the Agreement; (iii) to change the designated OOG contact person or mailing address; or (iv) to change the COG's contact person or mailing address.

9.4. No Assignment. No right or obligation under the Agreement may be assigned without the prior written approval of the OOG; any attempted assignment made in violation of this provision shall be voidable by the OOG.

9.5. Audit, Access to Records, Records Retention.

9.5.1. Full Cooperation. The COG will cooperate fully in any monitoring, inspection, assessment, review, or audit conducted by the OOG or its authorized representatives related to any services provided under the Agreement or billed to the OOG. The COG will remedy within thirty calendar days any weaknesses, deficiencies, Agreement noncompliance, or audit exceptions found in a review by the OOG or its authorized representatives. Such remedy may include a refund or offset of Agreement payments, or any other appropriate actions deemed necessary by the OOG. The COG's failure to comply with this requirement shall be grounds for termination of the Agreement for reason of default.

9.5.2. Access to Information. The OOG, through any of its authorized representatives, shall have access to books, records, documents, financial records, and any other information pertinent to performance of all work under the Agreement for the purposes of audit, review, inspection, copying, and audit. This right of access applies to services provided or performed by, or financial records pertaining to, all subcontracts and subcontractors. The COG shall provide proper facilities for such access and inspection, or otherwise promptly make such records available to the OOG or its authorized

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representatives through the production or copying of any documents or information required by the OOG at the COG's expense.

9.5.3. Maintenance of Adequate Records. The COG shall maintain adequate records to support its charges, procedures, and performances for all work relating to the Agreement. Records shall be maintained by the COG and made available to the OOG and its authorized representatives during the term of the Agreement and thereafter until the later of the expiration of: (i) seven years from date of final payment by the OOG for the services provided under the Agreement; or (ii) seven years from date of final completion of any audit, dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

9.5.4. State Auditor's Office. In addition to, and without limitation on other audit provisions of the Agreement, pursuant to Section 2262.154, Texas Government Code, the Texas State Auditor's Office may conduct an audit or investigation of the COG or any other entity or person receiving funds from the OOG directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds by the COG or any other entity or person directly under the Agreement or indirectly through a subcontract under the Agreement is acceptance of the authority of the Texas State Auditor's Office to conduct an audit or investigation in connection with those funds. The COG or other entity that is the subject of an audit or investigation by the Texas State Auditor's Office must provide the Texas State Auditor's Office with access to any information the Texas State Auditor's Office considers relevant to the investigation or audit. The COG further agrees to cooperate fully with the Texas State Auditor's Office in the conduct of the audit or investigation, including providing all records requested.

The COG shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the COG and the requirement to cooperate is included in any subcontract it awards. The Texas State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the COG related to the Agreement.

9.6. No Third-Party Beneficiary Rights. The Agreement is not intended to and shall not be construed to give any third party any interest or rights, including, without limitation, any third-party beneficiary rights, with respect to or in connection with any agreement, subcontract, or provision contained herein or contemplated hereby.

9.7. Default, Remedies, and Opportunity to Cure.

9.7.1. Notice of Possible Default. The OOG, in its sole discretion and based on information from monitoring, audit, or other verifiable sources, will determine whether the COG has acted or failed to act in such a manner that gives rise to an act of possible default under the Agreement. The OOG shall give written notice to the COG setting out the circumstances that support the OOG's determination of possible default and specify the time period by which the COG must cure the possible default.

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9.7.2. Remedies in the Event of Possible Default. Upon the OOG's determination of possible default, the OOG, in its sole discretion, may terminate the Agreement for cause or take other actions the OOG determines are necessary to remedy the possible default, including, but not limited to:

9.7.2.1. Withholding or recouping payments made to the COG or imposing other sanctions based on specific violations of Agreement requirements;

9.7.2.2. Requiring the COG cure the possible default within a reasonable time period specified by the OOG and to provide the OOG with sufficient information that supports a finding of cure by the OOG;

9.7.2.3. Requiring the COG to take specific corrective actions to achieve or remain in compliance with any contractual term;

9.7.2.4. Suspending or limiting the receipt of any services and placing conditions on any such suspensions or limitations;

9.7.2.5. Requiring the removal of any employee of the COG or any subcontractor from providing services under the Agreement; and

9.7.2.6. Imposing special conditions on the COG to ensure compliance with the Agreement, including, but not limited to, the imposition of additional procedures to ensure the proper delivery of services or to support payments to the COG, or the suspension, abeyance, or removal of any contractual rights of the COG.

9.7.3. Cure. If the OOG is satisfied the COG has cured the possible default within the time specified in the written notice provided by the OOG in accordance with Section 9.7.1, the OOG will provide written notice to the COG. The OOG will exercise good faith and reasonableness in determining, in the sole discretion of the OOG, whether the COG has cured the possible default. If, in the sole discretion of the Executive Director of the OOG, the Executive Director determines the COG has taken appropriate corrective measures, the COG may recoup withheld or offset payment amounts.

9.7.4. Repeated Acts of Possible Default. If the COG commits more than two independent acts of possible default, even if each possible default was cured, the OOG may declare the COG to be in default of the Agreement.

9.7.5. Default. If the OOG is not satisfied that the COG has cured a possible default within the time period specified by the OOG, or that the COG has committed repeated acts of possible default, as specified in Section 9.7.4, the COG shall be in default hereunder, and the OOG shall give written notice to the COG declaring such default.

9.7.6. Notice From OOG Not Required. Notwithstanding any other provision of the Agreement, the OOG is not required to give the COG any notice of default or an opportunity to cure to exercise the OOG's right to terminate for cause.

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9.8. Termination.

9.8.1. Convenience. The OOG may, in its sole discretion and at its sole option, terminate the Agreement, in whole or in part, without recourse or penalty, by notifying the COG in writing of such termination. Such notification of termination shall state the effective date of such termination and if no effective date is specified, the termination shall be effective upon the date of the notification.

9.8.2. Agreed Termination. The OOG and the COG may mutually agree to terminate the Agreement.

9.8.3. Cause or Default. In the event the COG fails to perform or comply with an obligation or a term, condition, or provision of the Agreement, or if the COG is in default and has failed to cure such default after having received notice and an opportunity to cure, the OOG may terminate all or any part of the Agreement for cause. If the COG's breach is based on repeated acts of default or is of a nature such that it cannot be cured within thirty calendar days, then the OOG may terminate all or any part of the Agreement immediately without opportunity to cure. In either case, the OOG will notify the COG of the default. Such notification of termination shall state the effective date of such termination, and if no effective date is specified, the termination shall be effective upon the date the notification was sent.

9.8.4. Rights Upon Termination or Expiration.

9.8.4.1. Cessation of Work. Upon receipt of written notice to terminate or upon final expiration of the Agreement, the COG shall immediately discontinue providing the specified services as of the effective date of termination or expiration, unless the OOG directs otherwise.

9.8.4.2. Liability for Payments. The OOG shall be liable for payment only to the portion of work authorized by the OOG in writing, completed prior to the effective date of termination or expiration, and accepted by the OOG. The OOG shall not be liable for any damages, claims, losses, or any other amounts arising from or related to any such termination or expiration, or for any work performed that: (i) is not accepted by the OOG; (ii) does not meet Agreement requirements; (iii) was performed after the effective date of termination; or (iv) after the OOG rescinded its approval or acceptance.

9.8.4.3. Return and Ownership of Works and Materials. Subject to any requirements of the COG to provide end of Agreement transition services, the COG shall promptly deliver or otherwise make available to the OOG at the COG's expense, all works, and such other information and materials as may have been accumulated by the COG in providing services under the Agreement, whether completed or in process. Upon termination or expiration, the OOG may take over the services prescribed by the Agreement and pursue the same to completion by

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contracting with another party or otherwise. All works, including services, produced by the COG and paid for by the OOG shall become and/or remain the property of the OOG as further described in the Agreement.

9.8.4.4. Remedies. Notwithstanding any exercise by the OOG of its rights of early termination, the COG shall not be relieved of any liability to the OOG for damages due to the OOG by virtue of any breach of the Agreement by the COG or for amounts otherwise due the OOG by the COG. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under the Agreement to enforce the terms of the Agreement, or to recover damages for the breach of any agreement being derived from the Agreement. The COG shall remain liable for all covenants and indemnities under the Agreement and for all costs and expenses, including court costs, incurred by the OOG with respect to the enforcement of any of the remedies listed in the Agreement.

9.9. Applicable Law and Venue.

9.9.1. State of Texas Law. The laws of the State of Texas govern this Agreement and all disputes arising out of or relating to this Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

9.9.2. Venue. Venue for any COG-initiated action, suit, litigation, or other proceeding arising out of or in any way relating to this Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas – Austin Division. Venue for any OOG-initiated action, suit, litigation, or other proceeding arising out of or in any way relating to this Agreement may be commenced in a Texas state district court or a United States District Court selected by the OOG in its sole discretion.

9.9.3. Consent to Jurisdiction. The COG hereby irrevocably and unconditionally consents to the jurisdiction of the courts referenced in this Section for the purpose of prosecuting and/or defending such litigation. The COG hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action, or proceeding, any claim that the COG is not subject to the jurisdiction of the above-named courts; the suit, action, or proceeding is brought in an inconvenient forum; and/or the venue is otherwise improper.

9.10. Actions or Citations. The COG shall provide immediate written notice to the OOG regarding any actions or citations, whether civil or criminal, by federal, state, or local governmental agencies that relate to any services provided under this Agreement.

9.11. Dispute Resolution.

9.11.1. Informal Meetings. The Parties' representatives will meet as needed to implement the terms of the Agreement and will make a good faith effort to informally resolve any disputes.

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9.11.2. Dispute Resolution. If Chapter 2260, Texas Government Code, is applicable, disputes arising under the Agreement shall be resolved in accordance with the dispute resolution process provided therein.

9.11.3. Continued Performance. The COG shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

9.12. Force Majeure. Neither the COG nor the OOG shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that, by exercise of due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing, with proof of receipt, within a reasonable time of the existence of such force majeure, and exercise due diligence to overcome such force majeure, or otherwise waive this right as a defense. If non-performance continues for more than thirty calendar days, the OOG may terminate the Agreement with no further notice to the COG.

9.13. Waiver. The failure of a Party to this Agreement to enforce, at any time, a provision of this Agreement or to exercise any option under this Agreement is not a waiver of the provision or option, nor does it affect the validity of any part of this Agreement or the right of either Party to subsequently enforce a provision or exercise an option. A waiver of a breach of this Agreement is not a waiver of a subsequent breach. Remedies available under this Agreement are in addition to every other remedy available at law or in equity.

9.14. No Waiver of Immunity. The OOG is immune from suit and from liability. No part of the Agreement, nor the conduct or statement of any person, will be construed as a waiver of sovereign immunity or official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, and/or the State of Texas, or their officers, employees, or agents as provided by law.

9.15. Fraud, Waste, or Abuse. The COG understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event of a formal allegation or a finding of fraud, waste, or misuse of funds received from the OOG, the COG is required to immediately notify the OOG of said finding. The COG is also obliged to inform the OOG of the status of any ongoing investigation. All notices should be reported to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-2000 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

9.16. Texas Public Information Act. The COG acknowledges that the State of Texas, the OOG, and the Agreement are subject to the Texas Public Information Act (the "Act"). The COG agrees

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that all information created or exchanged in connection with the Agreement is subject to the Act. The COG will cooperate with the OOG in the production of documents or information responsive to a request for information. Information provided by the COG in connection with the Agreement that the COG considers proprietary, financial, or trade secret information (collectively, Confidential Information) shall be designated as such when it is provided to the OOG. The OOG will notify the COG if all or part of the Confidential Information is requested under the Act. Failure of the COG to timely respond to such notification may result in the release of all or part of the Confidential Information as public information. It is the COG's obligation to timely submit briefing to the Office of the Attorney General of Texas in accordance with the Act, setting forth the legal basis upon which the requested information should remain confidential. The OOG assumes no responsibility for asserting legal arguments to the Office of the Attorney General of Texas on behalf of the COG.

The COG will notify the OOG within twenty-four hours of receipt of any third-party requests for information that was provided to the COG by the OOG. The COG agrees that information not otherwise excepted from disclosure under the Act, will be available in PDF, Microsoft Word, Microsoft Power Point or Microsoft Excel formats at no charge to the OOG or the State of Texas.

9.17. Information Security and Privacy. The COG shall employ and maintain appropriate information security procedures to protect against the unauthorized acquisition, use, or disclosure of any personal information under applicable laws, including Personal Identifying Information or Sensitive Personal Information as those terms are defined in Chapter 521, Texas Business and Commerce Code, that it receives, compiles, or creates as a result of the Agreement to ensure compliance with any agency requirements of the OOG and/or any applicable international, federal, state, or local laws, regulations, and ordinances. Unless required by law to disclose, the COG agrees to maintain the confidentiality of information received from the OOG or the State of Texas during the performance of the Agreement, including, but not limited to, Sensitive Personal Information, Personally Identifying Information, personal financial information, financial account numbers, account access information, computer passwords, social security numbers or information that is confidential by law or otherwise subject to a lawful exception from disclosure. In the event of an unauthorized acquisition, use, or disclosure of the OOG's information by the COG, its employees, representatives, subcontractors or other agents in the performance of the COG's duties, the COG shall: (i) immediately notify the OOG in writing; (ii) assume and comply with any applicable remedial requirements required by law; (iii) bear all costs of such compliance and remediation; and (iv) provide the OOG with information regarding the breach and the progress of any remedial efforts if requested. The obligations of the COG under this Section will survive the COG and must be included in all subcontracts in which the subcontractor may have access to personal information.

The COG shall endorse the OOG's requirements and adhere to the State of Texas' and the OOG's Information Technology Security Standards. From time-to-time and on the request of the OOG, the COG may be required to execute written information security or non-disclosure agreements as deemed necessary by the OOG to strictly comply with any applicable confidentiality or information security requirements or applicable laws, regulations, and protective orders. The COG is required to assess risks, ensure data integrity, and determine the level of accessibility that must be maintained. Specific activities may include, but are not limited to identification of security,

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privacy, legal, and other organizational requirements for recovery of institutional resources such as data, software, hardware, configurations, and licenses at the termination of the Agreement. In addition, the OOG may periodically assess the COG's privacy and security services provisioned to providing the goods and services under the COG to ensure all Agreement obligations are being met and to manage and mitigate risk.

To the extent applicable, if the COG is authorized to access, transmit, use, or store data for the OOG, the COG must meet the security controls the OOG determines are proportionate with the OOG's risk under the COG based on the sensitivity of the OOG's data. The COG must periodically provide to the OOG evidence that the COG meets the security controls required under the Agreement.

9.18. Buy Texas. The COG represents and warrants that it will buy Texas products, services, and materials for use in providing the services authorized herein when such products, services, and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products, services, and materials.

9.19. Debt to State. The COG acknowledges and agrees that, to the extent the COG owes any debt or delinquent taxes to the State of Texas, any payments the COG is owed under this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes the COG owes the State of Texas until the debt or delinquent taxes are paid in full.

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

9.21. Clean Air and Water Pollution Control. If the total amount of this Agreement, as listed in Section 6.3, is in excess of \$150,000, the COG certifies it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387).

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

9.23. Lobbying. If the total amount of this Agreement, as listed in Section 6.3, is in excess of \$100,000, the COG certifies that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The COG also agrees to disclose any lobbying with non-Federal funds that

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takes place in connection with obtaining any Federal award or contract. Such disclosures should be forwarded to the OOG's Authorized Representative.

9.24. Israel. If the COG is required to make a certification pursuant to Section 2271.002, Texas Government Code, the COG certifies that the COG: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.

9.25. Firearm Entities or Firearm Trade Associations. If the COG is required to make a certification pursuant to Section 2274.002, Texas Government Code, the COG certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. If the COG does not make that certification, the COG must state why the certification is not required.

9.26. Energy Companies. If the COG is required to make a certification pursuant to Section 2276.002, Texas Government Code, the COG certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. If the COG does not make that certification, the COG must state why the certification is not required.

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

9.28. U.S. Department of Homeland Security's E-verify System. The COG certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system, as required by Chapter 673, Texas Government Code, to determine the eligibility of: (1) All persons employed to perform duties within Texas, during the term of the Agreement; and (2) all persons employed, including subcontractors, by the COG assigned to perform work pursuant to the Agreement, within the United States of America. If this certification is falsely made, the Agreement may be immediately terminated, at the discretion of the OOG and at no fault to the OOG, with no prior notification.

9.29. No Prior Disaster Relief Violations. The OOG is prohibited from entering a contract with an entity which, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053, Texas Government Code, the COG certifies that it is not ineligible from entering into this Agreement and will remain compliant with this certification during the term of this Agreement. The COG acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate or false.

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9.30. Technology Accessibility Requirements. If applicable, the COG will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the COG shall provide the Department of Information Resources with the URL to the COG's Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

9.31. Immigration. The COG represents and warrants that the COG shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under this Agreement.

9.32. Historically Underutilized Businesses. The COG represents and warrants that it will comply with Chapter 2161, Texas Government Code, in making any purchases or providing any purchasing services under this Agreement.

9.33. Conflicts of Interest. Notwithstanding anything herein to the contrary, the COG shall ensure that all its public officials, as defined in Section 573.001(3), Texas Government Code, comply with the nepotism provisions of such Chapter 573.

9.34. Cybersecurity Training. To the extent the COG has access to any state computer system or database, the COG must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by the OOG. The COG shall verify completion of the program to the OOG in writing upon completion of the program.

9.35. Human Trafficking. the COG certifies it is not ineligible to receive this Agreement under Section 2155.0061, Texas Government Code, and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

9.36. Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, the COG certifies that the COG is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

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

9.38. Former Executive Head and Employees of the Agency. The COG certifies that this Agreement is compliant, and will remain in compliance during the Agreement term, with the

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following sections of the Texas Government Code: Section 669.003 (Contracting with Executive Head of State Agency); Section 572.069 (Prohibiting employment of state officers and employees who participated in the procurement of services); and Section 2252.901 (Contracts with Former or Retired Agency Employees).

9.39. Required Certifications. The OOG certifies that it has the authority to perform acts necessary to fulfill its responsibilities under this Agreement by authority granted in Sections 421.072 and 772.006, Texas Government Code. The COG further certifies that it has authority to perform acts necessary to fulfill its responsibilities under this Agreement by the authority granted in Section 391.011(c), Texas Local Government Code, and that this Agreement is authorized by the COG's governing body.

SECTION 10. NOTICES. Any notice required or permitted under this Agreement by one Party to the other Party must be in writing and correspond with the contact information noted in this Section. Any notice required or permitted to be given under the Agreement may be given by regular first-class mail and/or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving Party at the address specified in this Section. At all times, the COG will maintain and monitor at least one active email address for the receipt of Agreement-related communications from the OOG. It is the COG's responsibility to monitor this email address for Agreement-related information.

OOG

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COG

Chris Brown
Executive Director
Ark-Tex Council of Governments
4808 Elizabeth St
Texarkana, Texas 75503
cbrown@atcog.org

SECTION 11. INDEMNIFICATION OR DAMAGE CLAIMS.

TO THE EXTENT ALLOWED BY LAW, THE COG SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND THE OOG, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, DESIGNEES, AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE COG OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THE COG IN THE EXECUTION OF PERFORMANCE OF THIS AGREEMENT. THE COG SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY THE OOG. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE THE COG TO INDEMNIFY OR HOLD HARMLESS THE STATE OF TEXAS OR THE OOG FOR ANY

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CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE OOG OR ITS EMPLOYEES.

SECTION 12. TAXES/WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE.

THE COG IS FULLY RESPONSIBLE FOR ITS OWN FEDERAL, STATE, AND LOCAL TAXES. THE COG AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, THE COG SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF THE COG'S AND ITS EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. THE COG AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE OOG AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE COG, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE OOG.

SECTION 13. SEVERABILITY. If any part or provision of this Agreement is held invalid, such invalidity shall not affect any other part or provision that can be given effect without the invalid part or provision, and to this end all parts and provisions of this Agreement are declared to be severable.

SECTION 14. SURVIVAL OF PROMISES. Expiration or termination of this Agreement for any reason does not release the COG from any provision pertaining to return of funds, confidentiality, limitation of liability, indemnification, audit rights, records retention, dispute resolution, sovereign immunity, governing law, venue, or appropriated funds.

SECTION 15. FALSE STATEMENTS. By signature to this Agreement, the COG makes all the representations, warranties, guarantees, certifications, and affirmations included in this Agreement. If the COG signs this Agreement with a false statement or it is subsequently determined that the COG has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Agreement, the COG shall be in default under this Agreement and the OOG may terminate or void this Agreement for cause and pursue other remedies available to the OOG under this Agreement and applicable law.

SECTION 16. ENTIRE AGREEMENT. This Agreement, upon taking effect, represents the entire agreement between the Parties hereto. This Agreement supersedes all prior agreements between the Parties, whether written or oral.

SECTION 17. COG CERTIFICATIONS. By agreeing to and signing this Agreement, the COG makes all certifications, representations, and warranties required by this Agreement, and agrees that payments under this Agreement can be withheld and this Agreement terminated,

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without further notice, if the certifications, representations, or warranties required by this Agreement are inaccurate or false.

SECTION 18. PARTY CERTIFICATIONS. The Parties certify: (1) the proposed arrangements are necessary and essential for activities that are properly within the statutory functions and programs of the affected agency; (2) the proposed arrangements serve the interest of efficient and economical administration of state government; (3) there are no services, supplies, or materials contracted for in this Agreement that are required by Article 16, Section 21, Texas Constitution, to be supplies under contract given to the lowest responsible bidder; and (4) the Parties have the authority to enter into this Agreement or, if required by applicable laws, have obtained the authority of its governing body to enter into this Agreement.

SECTION 19. AUTHORIZED REPRESENTATIVES. For purposes of administering and implementing this Agreement, the Executive Director is the person authorized to represent the OOG, and the Executive Director of the COG is the person authorized to represent the COG.

SECTION 20. SIGNATORIES. IN WITNESS WHEREOF, the undersigned representatives have the authority to execute and agree to this Agreement on behalf of their respective represented Party, and hereby execute this Agreement to be effective as of the date stated above.

OFFICE OF THE GOVERNOR



Chief of Staff or Designee
Office of the Governor

Date: 8/31/23

ARK-TEX COUNCIL OF GOVERNMENTS



Chris Brown
Executive Director
ARK-TEX COUNCIL OF
GOVERNMENTS

Date: 8/24/2023

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**Statement of Work (Attachment A)
Public Safety Office ("PSO")
Homeland Security Services**

Task #	Task Description/Deliverable	Due Date
HS1	Local Policies or Bylaws	
HS1.1	<p>The COG shall ensure that written policies or bylaws concerning the COG's duties under this Agreement are developed and adopted by the COG's governing body in accordance with applicable laws and regulations. Governing policies must include guidance concerning the following:</p> <ul style="list-style-type: none">a. Attendance requirements for prioritization meetings;b. Prioritization of grant applications;c. COG governing body's review and approval process;d. COG's strategic vision related to homeland security issues;e. Conflicts of interest;f. Compliance with the requirements described in Chapter 551, Texas Government Code (Texas Open Meetings Act);g. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; andh. If applicable, grant application workshop attendance requirements. <p>The COG's policies may not require payment of membership dues to be considered for funding.</p>	Ongoing
HS1.2	<p>The COG shall inform applicants, current grantees, and other requestors of the availability of relevant COG policies and bylaws and shall provide such policies and bylaws to interested parties upon request.</p>	Ongoing
HS2	Technical Assistance	
HS2.1	<p>The COG shall make available to potential applicants in the COG's region the following:</p> <ul style="list-style-type: none">a. Priorities identified by the COG related to homeland security issues;	At least 30 calendar days prior to the PSO eGrants application

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	<p>b. How the COG reviews and prioritizes projects, including but not limited to, the region's methodology for risk-informed scoring/prioritization, scoring instruments, the criteria used in scoring/prioritizing applications, and other relevant materials that affect the COG's prioritization process;</p> <p>c. Information related to the availability of training materials, or other documents regarding PSO grant application creation, available on the eGrants website at: egrants.gov.texas.gov; and</p> <p>d. Information regarding grant application workshop attendance requirements, if applicable.</p> <p>The COG may choose, at the COG's discretion, to conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG's Region for the PSO homeland security funding opportunities consistent with the COG's policies and procedures.</p>	submission deadline
HS2.2	<p>The COG shall inform applicants/grantees that PSO employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Help Desk, for assistance with grant related questions and issues.</p> <p>The COG may inform applicants/grantees that technical assistance is available through the COG and, upon request, the COG shall coordinate with the PSO to provide technical assistance to applicants and grantees.</p>	Ongoing
HS2.3	<p>The COG shall make the current OOG State Homeland Security Grant Program (SHSP) funding opportunity publicly available on the COG's website by either posting the opportunity or providing a link to the eGrants funding announcements found at: https://egrants.gov.texas.gov/fundopp.aspx.</p>	At least 14 calendar days prior to any COG imposed application submission deadline and at least 30 calendar days prior to the PSO eGrants application submission deadline
HS3	Oversight of the Homeland Security Advisory Committee	
HS3.1	<p>Each COG shall establish and maintain a Homeland Security Advisory Committee (HSAC) that consists of participants who are knowledgeable about terrorism preparedness and the threats, vulnerabilities, and consequences relevant to the COG Region. The</p>	Ongoing

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	<p>HSAC shall advise the COG on matters related to terrorism preparedness.</p> <p>The COG shall ensure that the HSAC has varied participation including, but not limited to representation from various counties, municipalities, non-profit organizations, disciplines, and/or other stakeholders from within the region.</p> <p>Upon request from the PSO, the COG shall provide a complete list of HSAC members and any requested information related to HSAC scoring/prioritization meetings.</p>	
HS3.2	<p>Conflict of Interest: The COG shall ensure that members of the COG's governing body, the HSAC, and COG staff abstain from scoring and voting on any grant application, other than a grant application submitted by a COG during the prioritization process if the member or an individual related to the member within the third degree by consanguinity or within the second degree by affinity:</p> <ul style="list-style-type: none"> a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded; b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded; c. Owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant agency; or d. Receives any funds, or a substantial amount of tangible goods or services, from the applicant agency as a result of the grant, if awarded. <p>If a HSAC member has a conflict of interest regarding a particular grant application, the COG will ensure that the committee member abstains from voting, commenting, or otherwise influencing the prioritization process for that application.</p> <p>If the COG learns that any applicant, HSAC member, COG personnel, or other individual has reason to believe that favoritism or inappropriate actions occurred during the scoring or prioritization of PSO homeland security projects, the COG shall notify the PSO of the concerns as soon as possible.</p>	Ongoing
HS3.3	<p>The COG shall actively facilitate all HSAC meetings and ensure that all HSAC members are aware of local policies and bylaws and the requirements of the COG's contract with the PSO.</p> <p>The COG shall document all HSAC proceedings related to PSO business by recording the HSAC proceedings or by preparing written minutes of the HSAC proceedings. If written minutes are prepared, the</p>	Ongoing

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	written minutes must be certified with the signature of an HSAC member who attended the meeting.	
HS3.4	The COG shall ensure that all COG governing board meetings and HSAC meetings at which PSO homeland security-related matters are discussed comply with the requirements of the Chapter 551, Texas Government Code (Texas Open Meetings Act).	Ongoing
HS4	Application Prioritization Process	
HS4.1	<p>The COG shall ensure that:</p> <ul style="list-style-type: none"> a. The HSAC considers and prioritizes all grant applications received under the SHSP; b. The HSAC members prioritize the applications utilizing a risk-informed methodology (process) informed by the region's Threat and Hazard Identification and Risk Assessment (THIRA), Stakeholder Preparedness Report (SPR), and the Texas Homeland Security Strategic Plan – Implementation Plan (HSSP-IP); c. The COG provides HSAC members with copies of the region's applications, the COG's regional methodology for risk-informed scoring and/or prioritization of projects, scoring instruments, the criteria used in scoring grant applications, and other relevant materials prior to holding the COG's prioritization meeting for any PSO homeland security funding opportunity. d. The COG tabulates scores or votes and/or compiles an accurate priority list for submission to the PSO using the format required by the PSO and, in the event of a tie, the COG will break all ties; and e. The COG's governing body reviews and approves the HSAC priority listings prior to submitting them to the PSO in compliance with the applicable provisions of Title 1, Part 1, Chapter 3, Texas Administrative Code. 	Ongoing

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HS4.2	<p>The COG shall ensure that funding recommendations on grant applications are based upon:</p> <ul style="list-style-type: none"> a. Any state strategies identified by the PSO within the RFA; b. Homeland security priorities identified through the COG's risk informed project prioritization methodology as informed by the THIRA, capability gaps identified in the COG's regional SPR, and priorities identified in the region's HSSP-IP; c. The eligibility, reasonableness, and cost-effectiveness of the proposed project; and d. Current COG policies and bylaws. 	Ongoing
HS4.3	<p>The COG shall notify all applicants in writing of the region's approved prioritization results in HS4.1.a. The notice must state:</p> <p style="padding-left: 40px;">"After the HSAC prioritizes the grant applications and the COG's governing body approves the priority listing, the COG submits the priority listing to the PSO. Based upon the COG's priority listing, the PSO will verify the eligibility, reasonableness, and cost-effectiveness strategy of the proposed project, and the availability of funding, and will render final funding decisions on these grant applications. The COG will notify applicants of any changes in the funding recommendations."</p>	On or before the 14th calendar day after the COG's decision
HS4.4	<p>The COG shall submit, through eGrants, the approved priority listing for the SHSP, including recommended funding amounts. The COG's authorized governing body must approve the priority listing prior to submission to the PSO.</p> <p>The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to the PSO. The priority listing is one element upon which the PSO bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing prior to submission to the PSO.</p>	On or before the 14th calendar day after the OOG batches applications to the COG
HS4.5	<p>The COG shall upload into eGrants a signed resolution or approved meeting minutes containing the authorized Executive Committee's approval of the SHSP priority list. The COG must label the file(s) with the relevant Task Number and a short description of the information in each file.</p>	On or before the 45th calendar day from the date the OOG batches applications to the COG

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HS4.6	Upon request, the COG shall provide current grantees and other requestors with copies of the COG's regional methodology for risk-informed scoring and/or prioritization of projects, scoring instruments, the criteria used in scoring grant applications, and other relevant materials.	Ongoing
HS5	Cooperation with the PSO	
HS5.1	<p>The COG shall:</p> <ul style="list-style-type: none">a. Fully cooperate with the PSO, its authorized representatives, and PSO designated partners or contractors;b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the HSAC and their meetings related to PSO business;c. Ensure that all COG personnel who work on PSO homeland security-related business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed;d. Prepare and submit all forms, reports, and records required by the PSO in accordance with PSO-established deadlines; ande. Provide general services and coordination activities for homeland security and related topics throughout the year. Such services may include providing feedback on, input to, or communicating the PSO's real or proposed priorities to constituents and others within the COG Region.	Ongoing

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HS5.2	<p>The COG shall notify the PSO of any Public Information Act or media request received by the COG relating to any application for PSO homeland security grant funding or PSO homeland security grant-funded program no later than one business day after receiving the request. The notification shall include the name of the requestor, the date the request was received by the COG, and a description of the information requested.</p> <p>The COG shall give the PSO the opportunity to review any OOG-originated materials and information prior to release, if requested by the PSO.</p> <p>The COG shall also notify the PSO as to its response to any Public Information Act or media request received by the COG relating to any application for PSO funding or PSO-funded grant program no later than one business day after providing its response to the requestor. The notification shall include a description of the response (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request.</p>	Ongoing
HS6	Reporting	
HS6.1	<p>The COG shall submit monthly invoices to the PSO that include:</p> <ul style="list-style-type: none"> a. The requested payment amount for the services provided during the prior month; b. A brief description of the activities related to this Agreement the COG completed during the billing cycle; c. The total number of COG staff hours spent on activities related to this Agreement during the billing cycle; and d. Any data necessary to understand the volume and impact of the services provided. <p>The COG agrees to use the submission method and standard report format as may be established by the PSO.</p>	<p>By the 30th of each Month*</p> <p>*e.g., Report for September services due October 30th.</p>
HS7	Other	
HS7.1	<p>Knowledge: The COG shall ensure that COG employees who work on PSO homeland security business have a working knowledge of the OOG's Guide to Grants; Texas Grant Management Standards; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); and the state and federal statutes, rules, regulations, documents, and forms applicable to the funding opportunities listed in HS4.1.</p>	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

HS7.2	Training: The COG shall ensure that one employee who works on PSO homeland security business attends and participates in mandatory training workshops, meetings, webinars, and conference calls sponsored by the PSO. The Executive Director of the PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.	Ongoing
HS7.3	Vacancies: The COG shall notify the PSO of a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the vacancy. The COG shall also notify the PSO when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the replacement's hire date.	Ongoing
HS7.4	Accounting Systems: The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.	Ongoing
HS7.5	Access to Records, Records Retention: The COG shall: <ul style="list-style-type: none"> a. Maintain adequate record keeping procedures. b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement ("Records"). c. Follow all legal requirements for maintaining the confidentiality and security of all Records. d. Provide originals or copies of all Records to the PSO upon the request of the PSO, auditors from the State of Texas, or auditors from the Department of Homeland Security (DHS). The COG shall permit the PSO or its designee, auditors from the State, or DHS auditors to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by the PSO or other designated representatives of the Office of the Governor, auditors from the State, or DHS auditors. Access to Records is not limited to the required retention periods. The PSO and any of its authorized representatives, including but not limited to auditors from the State or DHS auditors, shall have access to all Records, for any reason, upon request for as long as the records are maintained. e. Retain the Records for a period of seven years after the final payment by the PSO under the terms of this Agreement with the following qualification: if any audit, claim, or litigation is 	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

	<p>initiated before the expiration of the seven-year period, the Records shall be retained until the audit, claim, or litigation is resolved or until the end of the regular seven-year period, whichever is later. At the end of the seven-year period, the COG shall request disposition instructions for the Records from the PSO, and shall dispose of the Records in accordance with the PSO's instructions.</p> <p>The COG shall ensure that the above requirements regarding the "Access to Records, Records Retention" are included in any subcontract it awards related to the services in this Agreement.</p>	
HS7.6	<p>Audits: Audits conducted pursuant to this Agreement shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the review or audit of an agency.</p> <p>Where the audit concerns the COG, the auditing entity will afford the COG an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.</p>	Ongoing

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**Statement of Work (Attachment B)
Public Safety Office ("PSO")
Criminal Justice Services**

Task #	Task Description/Deliverable	Due Date
CJ1	Local Policies or Bylaws	
CJ1.1	<p>The COG shall ensure that written policies or bylaws concerning the COG's duties under this Agreement are developed and adopted by the COG's governing body in accordance with applicable laws and regulations. Governing policies must include guidance concerning the following:</p> <ul style="list-style-type: none">a. Attendance requirements for prioritization meetings;b. Prioritization of grant applications;c. COG governing body's review and approval process;d. COG's strategic vision related to criminal justice issues;e. Conflicts of interest;f. Compliance with the requirements described in Chapter 551, Texas Government Code (Texas Open Meetings Act);g. Local funding recommendation limitations, including but not limited to minimum or maximum application requested amounts, competition cycles, or decreasing fund ratios, if applicable; andh. If applicable, grant application workshop attendance requirements. <p>The COG's policies may not require payment of membership dues to be considered for funding.</p>	Ongoing
CJ1.2	<p>The COG shall inform applicants, current grantees, and other requestors of the availability of relevant COG policies and bylaws and shall provide such policies and bylaws to interested parties upon request.</p>	Ongoing
CJ2	Technical Assistance	
CJ2.1	<p>The COG shall make available to potential applicants in the COG's region the following:</p> <ul style="list-style-type: none">a. Priorities identified by the COG related to criminal justice issues;b. How the COG reviews and prioritizes projects, including but not limited to, the region's methodology for risk-informed	At least 30 calendar days prior to the PSO eGrants application submission deadline.

PART A: SPECIFIC TERMS AND CONDITIONS

	<p>scoring/prioritization, scoring instruments, the criteria used in scoring/prioritizing applications, and other relevant materials that affect the COG's prioritization process;</p> <p>c. Information related to the availability of training materials, or other documents regarding PSO grant application creation, available on the eGrants website at: egrants.gov.texas.gov; and</p> <p>d. Information regarding grant application workshop attendance requirements, if applicable.</p> <p>The COG may choose, at the COG's discretion, to conduct grant application workshops, workgroups and/or subcommittees to provide technical assistance to potential applicants in the COG's Region for PSO criminal justice funding opportunities consistent with the COG's policies and procedures.</p>	
CJ2.2	<p>The COG shall inform applicants/grantees that PSO employees are assigned to each application/grant in eGrants and that the applicant/grantee may contact these personnel, or the eGrants Help Desk, for assistance with grant related questions and issues.</p> <p>The COG may inform applicants/grantees that technical assistance is available through the COG and, upon request, the COG shall coordinate with the PSO to provide technical assistance to applicants and grantees.</p>	Ongoing
CJ2.3	<p>The COG shall make OOG funding opportunities listed in CJ5.1.a publicly available on the COG's website by either posting those opportunities or providing a link to the eGrants funding announcements found at: https://egrants.gov.texas.gov/fundopp.aspx.</p>	At least 14 calendar days prior to any COG imposed application submission deadline and at least 30 calendar days prior to the PSO eGrants application submission deadline
CJ3	Oversight of the Criminal Justice Advisory Committee	
CJ3.1	<p>Each COG shall establish and maintain a Criminal Justice Advisory Committee (CJAC) that consists of participants who are knowledgeable about criminal justice related issues relevant to the</p>	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

	<p>COG region. The CJAC shall advise the COG on matters related to criminal justice.</p> <p>The COG shall ensure that the CJAC has a multidisciplinary representation of members from the COG's Region. The CJAC's membership must include individuals from the following groups or disciplines: non-profit organizations, municipalities, counties, citizens or parents, substance abuse prevention, education, juvenile justice, law enforcement, mental health, prosecution or courts, and victim services. No single group or discipline may constitute more than one-third (1/3) of the CJAC.</p> <p>Upon request from the PSO, the COG shall provide a complete list of CJAC members and any requested information related to CJAC scoring/prioritization meetings.</p>	
CJ3.2	<p>Conflict of Interest: The COG shall ensure that members of the COG's governing body, the CJAC, and COG staff abstain from scoring and voting on any grant application, other than a grant application submitted by a COG during the prioritization process if the member or an individual related to the member within the third degree by consanguinity or within the second degree by affinity:</p> <ul style="list-style-type: none"> a. Is employed by the applicant agency and works for the unit or division that would administer the grant, if awarded; b. Serves on any governing board that oversees the unit or division that would administer the grant, if awarded; c. Owns or controls any interest in a business entity or other non-governmental organization that benefits, directly or indirectly, from activities with the applicant agency; or d. Receives any funds, or a substantial amount of tangible goods or services, from the applicant agency as a result of the grant, if awarded. <p>If a CJAC member has a conflict of interest regarding a particular grant application, the COG will ensure that the committee member abstains from voting, commenting, or otherwise influencing the prioritization process for that application.</p> <p>If the COG learns that any applicant, CJAC member, COG personnel or other individual has reason to believe that favoritism or inappropriate actions occurred during the scoring or prioritization of PSO criminal justice projects, the COG shall notify the PSO of the concerns as soon as possible.</p>	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

CJ3.3	<p>The COG shall actively facilitate all CJAC meetings and ensure that all CJAC members are aware of local policies and bylaws and the requirements of the COG's contract with the PSO.</p> <p>The COG shall document all CJAC proceedings related to PSO business by recording the CJAC proceedings or by preparing written minutes of the CJAC proceedings. If written minutes are prepared, the written minutes must be certified with the signature of a CJAC member who attended the meeting.</p>	Ongoing
CJ3.4	The COG shall ensure that all COG governing board meetings and CJAC meetings at which PSO criminal justice-related matters are discussed comply with the requirements of the Chapter 551, Texas Government Code, (Texas Open Meetings Act).	Ongoing
CJ4	Strategic Planning	
CJ4.1	The COG shall provide general planning and coordination activities for issues related to criminal justice, juvenile justice, delinquency prevention, victim services, and related topics throughout the year. Such services may include providing feedback on, input to, or communication of the PSO's real or proposed priorities.	Ongoing
CJ4.2	The COG shall regularly communicate with criminal justice stakeholders, including grantees, law enforcement, non-profit organizations, and other units of government, and shall engage those stakeholders when developing the region's strategic plan under CJ4.3. The COG must also inform the PSO and the CJAC of stakeholder interactions and provide additional insight into regional criminal justice needs.	Ongoing
CJ4.3	<p>The COG shall create a strategic plan for prioritizing the criminal justice needs in the COG's Region. The criminal justice needs relevant to this plan include, but are not limited to, criminal justice system improvements, juvenile justice system improvements, direct victim services, and mental health/substance abuse treatment.</p> <p>The strategic plan must describe the following:</p> <ol style="list-style-type: none"> a. How local communities are engaged in the COG's planning process; b. The data used to support the plan; c. The stakeholders participating in the COG's planning process; d. The gaps in resources for criminal justice needs; e. The criminal justice priorities identified during the COG's planning process; and 	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

	<p>f. How the COG's plan will be used by the CJAC during the prioritization process.</p> <p>The plan must also include an executive summary, not to exceed two pages, written for a public audience that describes the following:</p> <ol style="list-style-type: none"> The strategic planning process; and The top five most critical needs for the region across all criminal justice areas. <p>The plan should not exceed a five-year cycle.</p> <p>Upon request from the PSO, the COG shall provide a copy of the most current strategic plan to the PSO.</p>	
CJ5	Application Prioritization Process	
CJ5.1	<p>The COG shall ensure that:</p> <ol style="list-style-type: none"> The CJAC considers and prioritizes all grant applications received under the following fund sources: <ul style="list-style-type: none"> General Victim Assistance – Direct Services Programs (VA); Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking (WF); Justice Assistance Programs (DJ); General Juvenile Justice and Delinquency Prevention Programs (SF); and Truancy Prevention (TP). The COG implements an application scoring instrument for use by the CJAC that evaluates specific elements of the application identified by the PSO in the funding announcement; The COG provides CJAC members with copies of the region's applications, scoring instruments, the criteria used in scoring grant applications, and other relevant materials prior to holding the COG's prioritization meeting for any PSO criminal justice funding opportunity.; The COG tabulates scores and/or compiles an accurate priority list(s) for submission to the PSO using the format required by the PSO and, in the event of a tie, the COG will break all ties; and The COG's governing body reviews and approves the CJAC priority listings listed in CJ5.1.a prior to submitting them to the 	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

	PSO in compliance with the applicable provisions of Title 1, Part 1, Chapter 3, Texas Administrative Code.	
CJ5.2	<p>The COG shall ensure that funding recommendations on grant applications are based upon:</p> <ul style="list-style-type: none"> a. Any state strategies identified by the PSO within the RFA; b. Criminal justice priorities identified in the COG's most recently completed strategic plan; c. The eligibility, reasonableness, and cost-effectiveness of the proposed project; and d. Current COG policies and bylaws. 	Ongoing
CJ5.3	<p>The COG shall notify all applicants in writing of the region's approved prioritization results identified in CJ5.1.a. The notice must state:</p> <p style="padding-left: 40px;">"After the CJAC prioritizes the grant applications and the COG's governing body approves the priority listing, the COG submits the written priority listing to the PSO. Based upon the COG's priority listing, the PSO will verify the eligibility, reasonableness and cost-effectiveness strategy of the proposed project, and the availability of funding, and will render final funding decisions on these grant applications. The COG will notify applicants of any changes in the funding recommendations."</p>	On or before the 14th calendar day after the COG's decision
CJ5.4	<p>The COG shall submit, through eGrants, the approved priority listings for the funding opportunities listed in CJ5.1a, including recommended funding amounts. The COG's authorized governing body must approve the priority listings prior to submission to the PSO.</p> <p>The priority listing is the sole means of communicating COG grant allocation recommendations from the COG to the PSO. The priority listing is one element upon which the PSO bases funding decisions. The COG is responsible for ensuring the appropriateness and accuracy of the priority listing, and for correcting any inaccuracies or errors that occur on the priority listing prior to submission to the PSO.</p>	Approved scoring and priority listings must be uploaded into eGrants on or before May 10, 2024
CJ5.5	The COG shall upload into eGrants a signed resolution or approved meeting minutes containing the authorized Executive Committee's approval of the priority lists for the funding opportunities listed in CJ5.1a. The COG must label the file(s) with the relevant Task Number and a short description of the information in each file.	On or before June 10, 2024
CJ5.6	Upon request, the COG shall provide current grantees and other requestors with copies of scoring instruments, the criteria used in scoring grant applications, and other relevant materials.	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

CJ6	Cooperation with the PSO	
CJ6.1	<p>The COG shall:</p> <ul style="list-style-type: none"> a. Fully cooperate with the PSO, its authorized representatives, and PSO designated partners or contractors; b. Provide sufficient personnel, equipment, materials, supplies, and facilities to perform the duties and responsibilities listed in this Agreement, and to support the CJAC and their meetings related to PSO business; c. Ensure that all COG personnel who work on PSO business are qualified by their education, training, and experience to fulfill the responsibilities of the position for which they are employed; d. Prepare and submit all forms, reports, and records required by the PSO in accordance with PSO-established deadlines; and e. Provide general services and coordination activities for criminal justice and topics related to juvenile justice, substance abuse prevention, law enforcement, mental health, prosecution or courts and victim services. Such services may include providing feedback on, input to, or communicating the PSO's real or proposed priorities to constituents and others within the COG region. 	Ongoing
CJ6.2	<p>The COG shall notify the PSO of any Public Information Act or media request received by the COG relating to any application for PSO criminal justice funding or PSO grant-funded program no later than one business day after receiving the request. The notification shall include the name of the requestor, the date the request was received by the COG, and a description of the information requested.</p> <p>The COG shall give the PSO opportunity to review any OOG-originated materials and information prior to release, if requested by the PSO.</p> <p>The COG shall also notify the PSO as to its response to any Public Information Act or media request received by the COG relating to any application for PSO funding or PSO grant-funded program no later than one business day after providing its response to the requestor. The notification shall include a description of the response (or a copy of the response, if the request was made to the requestor in writing), the date the response was provided to the requestor, and the name of the COG employee who responded to the request.</p>	Ongoing
CJ7	Reporting	

PART A: SPECIFIC TERMS AND CONDITIONS

CJ7.1	<p>The COG shall submit monthly invoices to the PSO that include:</p> <ul style="list-style-type: none"> a. The requested payment amount for the services provided during the prior month; b. A brief description outlining the PSO criminal justice activities completed during the billing cycle; c. The total number of COG staff hours spent on activities related to this Agreement during the billing cycle; and d. Any data necessary to understand the volume and impact of the services provided. <p>The COG agrees to use the submission method and standard report format as may be established by the PSO.</p>	<p>By the 30th of each Month*</p> <p>*e.g., Report for September services due October 30th.</p>
CJ8	Other	
CJ8.1	<p>Knowledge: The COG shall ensure that COG employees who work on PSO criminal justice business have a working knowledge of Title 1, Part 1, Chapter 3, Texas Administrative Code; the OOG's Guide to Grants; Texas Grant Management Standards; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); and any other state and federal statutes, rules, regulations, documents, and forms applicable to the funding opportunities listed in CJ5.1.</p>	Ongoing
CJ8.2	<p>Training: The COG shall ensure that one employee who works on PSO criminal justice business attends and participates in mandatory training workshops, meetings, webinars, and conference calls sponsored by the PSO. The Executive Director of the PSO or an authorized representative may waive this requirement upon receipt of a written request from the Executive Director of the COG.</p>	Ongoing
CJ8.3	<p>Vacancies: The COG shall notify the PSO of a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the vacancy. The COG shall also notify the PSO when a replacement is hired to fill a vacancy involving any staff position that provides services under this Agreement within fourteen calendar days after the replacement's hire date.</p>	Ongoing
CJ8.4	<p>Accounting Systems: The COG shall have an accounting system that accounts for costs in accordance with generally accepted accounting standards or principles. The COG must propose and account for costs in a manner consistent with such standards or principles.</p>	Ongoing
CJ8.5	<p>Access to Records, Records Retention: The COG shall:</p> <ul style="list-style-type: none"> a. Maintain adequate record keeping procedures. 	Ongoing

PART A: SPECIFIC TERMS AND CONDITIONS

	<p>b. Retain all records, regardless of format, related to the services and requirements identified in this Agreement ("Records")</p> <p>c. Follow all legal requirements for maintaining the confidentiality and security of all Records.</p> <p>d. Provide originals or copies of all Records to the PSO upon the request of the PSO, auditors from the State of Texas, or auditors from the U.S. Department of Justice (DOJ). The COG shall permit the PSO or its designee, auditors from the State, or DOJ auditors to audit and inspect Records related to this Agreement at any time. The COG shall provide reasonable access to all Records required to accomplish a review of activities, services, expenditures, and the accuracy of reviews and reports. The COG shall also provide reasonable access to its employees by the PSO or other designated representatives of the Office of the Governor, auditors from the State, or DOJ auditors. Access to Records is not limited to the required retention periods. The PSO and any of its authorized representatives, including but not limited to auditors from the State or DOJ auditors, shall have access to all Records, for any reason, upon request for as long as the records are maintained.</p> <p>e. Retain the Records for a period of seven years after the final payment by the PSO under the terms of this Agreement with the following qualification: if any audit, claim, or litigation is initiated before the expiration of the seven-year period, the Records shall be retained until the audit, claim, or litigation is resolved or until the end of the regular seven-year period, whichever is later. At the end of the seven-year period, the COG shall request disposition instructions for the Records from the PSO, and shall dispose of the Records in accordance with the PSO's instructions.</p> <p>The COG shall ensure that the above requirements regarding the "Access to Records, Records Retention" are included in any subcontract it awards related to the services in this Agreement.</p>	
CJ8.6	<p>Audits: Audits conducted pursuant to this Agreement shall be in accordance with generally accepted auditing standards and established procedures and guidelines for the review or audit of an agency.</p> <p>Where the audit concerns the COG, the auditing entity will afford the COG an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.</p>	Ongoing

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REVISION – 09/07/2023

ATCOG
ATTN: CLAUDE
CELL: 903-559-5301
EMAIL: CRAMSEY@ATCOG.ORG

**QUOTE – GENERATOR CHANGE OUT AND TRANSFER SWITCH 150KW NATURAL GAS
40-44 WEEK LEAD TIME**

- CHANGE OUT EXISTING 150 KW GENERATOR, 3 PHASE, 120/208 VOLT
- CHANGE OUT EXISTING 600 AMP TRANSFER SWITCH, 3 PHASE, 120/208 VOLT
- DISCONNECT GAS FROM OLD GENERATOR
- RECONNECT GAS TO NEW GENERATOR WITH 10FT OF PIPING BETWEEN REGULATOR AND INLET ON GENERATOR
- CRANE TO REMOVE OLD GENERATOR ON TO OWNER FURNISHED TRAILER ALONG WITH TRANSFER SWITCH – OWNER IS RESPONSIBLE AFTER IT IS LOADED
- SKYTRACK TO OFF LOAD NEW GENERATOR WHEN IT ARRIVES
- POWER WILL BE OFF FOR 1 FULL DAY DURING TRANSFER SWITCH CHANGE OUT
- FIGURED FOR 7-4 MONDAY – FRIDAY, NO HOLIDAYS (NEW YEARS DAY, CHRISTMAS, THANKSGIVING, LABOR DAY, MEMORIAL DAY, AND JULY 4TH)
 - **MATERIALS AND LABOR: \$74,950.00**
 - **NO TAX INCLUDED**
 - **TIPS – TRADES, LABOR, MATERIALS (JOC) 23010402**
- **PLEASE SEE CUT SHEETS FOR THE 150 KW – IT WILL BE THE COMMERCIAL GRADE. THEY ARE MAKING THE 150 KW IN THE 1800 RPM – PER MR. JOBE WITH WPI. WE TALKED ABOUT IT AND THE OTHER OPTIONS ARE BETWEEN THE COMMERCIAL AND INDUSTRIAL WOULD NOT BENEFIT YOU IN THIS APPLICATION AND BASICALLY BE A WASTE OF MONEY. BUT IF YOU WOULD LIKE, I CAN GET A QUOTE ON THE INDUSTRIAL. STANDARD 1 YEAR PARTS, TRAVEL, LABOR, 2 YEARS PARTS ONLY. FACTORY START UP ON GENERATOR IS INCLUDED IN PRICE.**
- **STAND BY GENERATOR TO RUN SERVER ROOM \$2500.00**
 - WE DO NOT OFFER MAINTENANCE BUT WPI DOES DO FACTORY SET UP. THEY ARE THE ONLY AUTHORIZED WARRANTY COMPANY FOR GENERAC IN THE STATE OF TEXAS. THEY WILL SET YOU UP ON A MAINTENANCE CONTRACT AND EVEN OFFER EXTENDED WARRANTY PRICING TO YOU.

Thank you.

Chris Harris
Vice President
Nash Electric



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

Date: August 23, 2023
Company: Nash Electric
Attention: Chris Harris
Quote Number: 20767713
Reference: Ark Tex RG150 Quote 20767713

Thank you for considering WPI for your Power Generation needs. We are pleased to offer the following bill of material based on your recent request and the above referenced project.

- | |
|-----------------------------------------------------------------------------------------------|
| <p>(1) 150kW Natural Gas Generator
(1) 600Amp Automatic Transfer Switch</p> |
|-----------------------------------------------------------------------------------------------|

Quantity 1 - Generac Commercial Gas Series generator set

- 150kW engine-driven standby generator:
- UL2200 listed
- digital control system including isochronous governor system and V/F voltage regulation
- selectable low-speed weekly exercise function
- 9.0L liquid-cooled turbocharged/aftercooled engine with an operating speed of 1800 RPM
- alternator configured for 120/208 vac 3 phase 4-wire 60 Hz output
- natural gas fuel system with customer connection fitting external to the genset base frame
- sound attenuating corrosion resistant aluminum enclosure with electrostatically-applied and baked powder coat finish
- factory-installed catalyst and Air/Fuel Ratio Control System for emissions compliance

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 600 Amp, 3 pole, 120/208 VAC three phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Drop-out and Pick-up
 - Adjustable Utility Interrupt Delay
 - Adjustable Logic Controls:
 - Minimum Standby Voltage
 - Minimum Standby Frequency
 - Engine Warmup



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Return to Utility
- Engine Cooldown
- Transfer on Exercise
- 3 Owner's Manuals
- Double Set of Form C Aux Cont
- Any Breaker (3 Cycle)
- Withstand and Close-On Rating - 200kA Fuse Rating
- Withstand and Close-On Rating - 50kA Any breaker
- Enclosure Heater
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- Controller Cover, Padlockable, Black
- NEMA 3R Enclosure
- Non Service Entrance Rated
- Any Breaker (3 Cycle)
- Time Delay Neutral
- Standard two year basic warranty
- TX611DN0600G3CH

Quantity 1 – Installation and Removal

Quantity 1 – WPI Standard Factory Start-Up & Warranty Registration

FOB Shipping Point

Lead time is 32-40 weeks from release to order by WPI Credit department.

Project Clarifications:

- Quotation based on one-line only. No other information was provided for consideration in this proposal. Compliance with any other specification section(s) or drawing(s) is specifically excluded including those incorporated by reference.
- ATS upsized per manufacturer's availability.

Standard Clarifications:

- New cancellation policy included in WPI Terms and Conditions.
- Sales Tax is NOT Included..
- Any Factory witness test expenses by others.
- Offering manufacturers standard materials of construction.
- Offering manufacturers' standard field testing, Startup & Warranty Registration unless specifically noted above only.



Waukesha-Pearce Industries

12320 South Main Street, Houston, TX 77035

Phone: 713-723-1050 ~ Fax: 713-551-0799

- Quotation is limited to the quantity and description listed above.
- Recommended gas supply guidelines available at www.energy.wpi.com.
- All Fuel to be provided by others.
- Startup/commissioning must be done within 1 year of factory shipment.
- Responsibility of freight claims to be done by others.
- Assumes that all work will be done during Normal Business Hours (M-F 8-5)
- Manufacturers' standard literature available upon request.
- This quotation is subject to WPI Terms and Conditions.
- Roof curbs and all roof accessories by others.
- Quotation is valid for 30 days.

Taxable customers are subject to a 1.5% Diesel Surcharge Tax on all units 50Hp and up.

Best Regards,

Bryan Jobe
Power Generation Products
Waukesha-Pearce Industries
Phone: (214) 649-8146
Email: Bryan.Job@wpi.com
www.wpi.com

Other services available include Paralleling, Turnkey Services, Remote Monitoring Systems, Preventative Maintenance Agreements, Fuel Maintenance Services, Annual Load Testing, Multi-Purpose Docking Stations and other Power Generation Needs.

Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale

1. Acceptance

All quotations offered by WPI are subject to acceptance within thirty (30) days from the quoted date.

2. Payment Terms

Subject to WPI Credit Department approval, WPI's payment terms are Net-30 Days from date of invoice. WPI does NOT allow for the buyer to withhold "Retainage" from final payment. In the event that WPI requires progress payments the following milestone achievements are:

- 50% upon submittal approval and release of order to the factory
- 50% upon completion of equipment, shipment from the factory and prior to delivery to customer site

3. Cancellation or Termination

The Buyer, only upon payment of reasonable cancellation charges related to expenses already incurred and/or commitments made by WPI, may cancel any order placed with WPI. Cancellation charges for Generac Power Systems equipment purchases are subject to the following charges:

For Orders <\$100,000 in Total Price:

- 20 weeks prior to ship date 10% of Selling Price
- 18 weeks prior to ship date 20% of Selling Price
- 16 weeks prior to ship date 30% of Selling Price
- 15 weeks prior to the ship date or less 40% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted

Non-Standard Tanks

- Special Engineering (Upon Generac SEQ Approval) Incremental 10% of Selling Price

For Orders >\$100,000 in Total Price:

- 20 Weeks Prior to Ship Date 10% of Selling Price
- 18 Weeks Prior to Ship Date 15% of Selling Price
- 16 Weeks Prior to Ship Date 20% of Selling Price
- 14 Weeks Prior to Ship Date 30% of Selling Price
- 13 Weeks Prior to Ship Date 40% of Selling Price
- 12 Weeks Prior to Ship Date 50% of Selling Price
- 10 weeks prior to the ship date or less 60% of Selling Price
- Discontinued Product (Engine) No Cancellations Accepted
- Special Engineering (Upon Generac SEQ Approval) 10% of Selling Price

Cancellation For PSTS Transfer Switch Orders:

PSTS Products <1000 Amps:

- >18 Weeks Prior to Ship Date 0% of Selling Price
- 14-18 Weeks Prior to Ship Date 25% of Selling Price
- Less than 14 Weeks Prior to Ship Date 100% of Selling Price

PSTS Products >1000 Amps:

- 13 Weeks Prior to Ship Date 0% of Selling Price
- 12-13 Weeks Prior to Ship Date 25% of Selling Price
- Less than 12 Weeks Prior to Ship Date 100% of Selling Price

Residential Products:

Cancellation of stock item products is permitted provided the cancellation request is executed by Generac sales and order entry prior to shipment. Cancellations are subject to the following fees:

- 2-4 Weeks Prior to Ship Date 2% of Selling Price
- 1 Day-2 Weeks Prior to Ship Date 5% of Selling Price

Product purchased with special engineering requirements or discontinued engines are subject to 100% cancellation charge.

4. Change Orders

No alterations in specifications, either for total quantity, delivery, mechanical, electrical or other details may be made without written consent of WPI and readjustment of price and estimated delivery. Change order requests are subject to the following fees and based on factory shipping windows:

- 4-6 weeks prior to ship date.....4%
- 2-3 weeks prior to ship date.....6%
- Less than 2 weeks.....No Changes Accepted

Depending on the nature and timing of the changes requested, it may be necessary to reschedule production to a later date.

5. Taxes

In addition to the prices stated in the quote, Buyer shall reimburse WPI for any excise, sales, diesel fuel surcharge or use tax incident to this transaction for which WPI may be liable or compelled to collect.

6. Shipping Dates

Any shipment date provided in the quote is approximate and is estimated based on the advised lead-times provided by the manufacturer(s) of the equipment quoted. Upon receipt of a Purchase Order from Buyer, along with complete specifications and drawings approval, if required, and after receipt of WPI's Purchase Order to the manufacturer the estimated delivery will again be advised by the manufacturer to WPI and WPI will update Buyer on the new estimated delivery. WPI shall not be liable for any loss or damage for delay or non-delivery due to the acts of civil or military authority, acts of the Buyer or by reason of Force Majeure, which shall be deemed to mean all other causes whatsoever not reasonably within the control of WPI, including, but not limited to Acts of God, war, riots or insurrection, blockades, embargoes, sabotage,

*Waukesha-Pearce Industries, Inc. (WPI)
Standard Terms and Conditions of Sale*

epidemics, fires, strikes, lockouts or other industrial disturbances, delays of carriers, the inability to secure materials, labor shortages or manufacturing delays. Any delay resulting from any such cause shall extend shipping dates correspondingly. WPI shall in no event be liable for any special, direct or indirect or consequential damages arising from delay(s) irrespective of the reason.

7. Shipping and Delivery Acceptance

It is the responsibility of the buyer or the buyer's representative to inspect all equipment at time of delivery for visible or concealed freight damage. Apparent and concealed damage must be noted on the driver's delivery ticket and subsequent freight claims must be completed and filed directly with the drayage company by the Buyer. In most cases, buyer has up to 30 days to file freight claims when damage is noted with the freight carrier at time of delivery. In most cases, buyer has up to 5 days to file freight claims on damage found after equipment is delivered but not noted at time of delivery. WPI is NOT responsible for damages incurred to equipment during shipment nor is responsible for filing freight claims on damaged equipment incurred in shipment.

8. Equipment Storage

It is hereby understood and agreed that the customer will accept delivery of all purchased equipment within 30 days of fabrication completion. WPI may, at the customers written request, store or stage all or part of, the customers purchased equipment at one of our strategic facilities provided the customer submits an acceptable "Bill & Hold" letter to WPI Inventory Control Department. Buyer hereby agrees to pay WPI in full for all stored equipment within the terms of the contract (Net 30) otherwise the order will subject to incur storage fees of 3% of the contracted sales price per month.

9. Indemnity

Buyer agrees that it will indemnify and hold harmless WPI, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, forfeiture of an oil, gas or mineral lease, damage to a producing reservoir or lease operations of lost production, denied certificate of occupancy or "Green Tag" from the local "AHJ", arising out of, or in any way connected with the failure of, or the operation of the equipment sold by WPI, unless WPI is proven in court to be 100% solely negligent in its responsibilities.

10. Consequential Damages and Other Charges

WPI will not be responsible or liable for any special, direct, indirect or consequential damages or for any operational interruptions or delays, production loss, or other damages or claims of whatever kind caused by or arising out of the fabrication, manufacture, sale, delivery, installation, use, breakage or performance of equipment sold or any part thereof, except only to the extent and in the manner set out in item 12 below having to do with warranty.

11. Performance Guarantee

Performance is subject to manufacturer's guarantees for horsepower and capacities and is subject to de-rating for actual site conditions.

12. Comments and Exceptions

When Buyer's specifications are attached to or referenced in an invitation to quote, WPI makes a thorough and sincere effort to review these and provide a quote based on WPI's interpretation of the Buyer's specification. WPI's quote will clearly state what is included and what our interpretation is of Buyer's requirements. It is the Buyer's responsibility to review WPI's quote carefully and advise WPI of any discrepancies between Buyer's specification and WPI's quote. WPI's quote constitutes WPI's total offer and only those items; procedures, scope and content clearly stated in the quote are included and WPI makes no guarantee that the products quoted will meet the Buyer's specifications.

13. Warranty

WPI warrants that the equipment of its own fabrication shall be free from defects in design, material, workmanship and title, under normal use, service, and operating conditions, for the period of one (1) year from date of start-up or commissioning or eighteen (18) months from date of shipment. WPI's exclusive remedy for breach of this warranty shall be repair or replacement of any defective parts packaged by WPI, F.O.B. Houston, Texas. Accessories or equipment furnished by WPI, but manufactured by others, shall carry that manufacturer's warranty, which will be passed-on to Buyer. WPI shall not be liable for any repairs, replacements, or adjustments to the equipment or any costs of labor performed by the Buyer or others without WPI's prior written approval. WPI will serve the Buyer by acting as Buyer's representative in regard to warranty claims for items not manufactured by WPI. However, warranty in all cases is limited to the manufacturers' warranty. Any part(s) found to be defective will be replaced at no charge subject to each manufacturers' respective warranty policy, which WPI will administer. Any part(s) replaced that are not subsequently found to be defective by the manufacturer will be charged to the Buyer. Warranty labor for replacement or repair is on site only. Buyer is responsible for travel time, transportation and expenses to and from the closest WPI location, to the location of the subjected equipment. Should WPI travel to the location and find that the cause is not warrantable, all expenses incurred by WPI, to include travel and labor, will be billed to the Buyer at WPI's posted rates. WPI will not be responsible for crane, barge, or special transportation charges associated with warranty repairs.

14. Literature

WPI will provide upon request, the manufacturers standard literature. This includes Spec Sheets, Bill of Materials, Drawings, Operation and Maintenance Manuals and/or Factory Test Reports. WPI takes exception to all specification requirements & requests for non-standard factory literature.

15. Hours of Operation

This bid assumes all work will be done during normal business hours. Normal hours of operation for WPI are 8 am – 5 pm Monday-Friday. Any work performed outside of the normal operating hours will be billed at 1.5 times our current labor rate.

16. Start-Up

When factory start-up services and field testing are included as part of a quoted package it is understood that the equipment will be made available by the buyer for WPI to perform the factory services within six (6) months of shipment. Additional charges may be required for factory services performed beyond the six (6) month window. Customer has one year (365 days) from the initial ship date of a Generac generator to be started up/commissioned and filed online via GENservice. Registration will then activate the warranty start date. If the product is not started up/commissioned within the first year of the ship date, the warranty start date will revert back to the initial ship date. In addition, any product not started up in the first year must have the Long Term Preservation and Storage Procedure performed and the form completed. Forms must be submitted BEFORE the first year after the initial ship date has expired.

Protector[®] Series

GENERAC[®]

PROTECTOR[®] SERIES Standby Generators Liquid-Cooled Gaseous Engine

Protector[®] Series

1 of 1

INCLUDES:

- Two-Line LCD Multilingual Digital Evolution™ Controller (English/Spanish/French/Portuguese)
- Isochronous Electronic Governor
- Sound Attenuated Enclosure
- Closed Coolant Recovery System
- Smart Battery Charger
- UV/Ozone Resistant Hoses
- Voltage and Frequency Regulation Designed for Sensitive Electronics
- 5 Year Limited Warranty
- UL 2200 Listed

Standby Power Rating

Model RG10090 (Aluminum - Bisque) - 100 kW 60 Hz
Model RG13090 (Aluminum - Bisque) - 130 kW 60 Hz
Model RG15090 (Aluminum - Bisque) - 150 kW 60 Hz



*Assembled in the USA using domestic and foreign parts

QUIET-TEST[®]



Meets EPA Emission Regulations
CA / MA Emission Compliant

FEATURES

- **INNOVATIVE DESIGN & PROTOTYPE TESTING** are key components of GENERAC'S success in "IMPROVING POWER BY DESIGN." But it doesn't stop there. Total commitment to component testing, reliability testing, environmental testing, destruction and life testing, plus testing to applicable CSA, NEMA, EGSA, and other standards, allows you to choose GENERAC POWER SYSTEMS with the confidence that these systems will provide superior performance.
- **TEST CRITERIA:**
 - ✓ **PROTOTYPE TESTED**
 - ✓ **SYSTEM TORSIONAL TESTED**
 - ✓ **NEMA MG1-22 EVALUATION**
 - ✓ **MOTOR STARTING ABILITY**
- **MOBILE LINK[®] CONNECTIVITY:** Free with select Protector Series standby generator sets, Mobile Link Wi-Fi allows users to monitor the generator set status from anywhere in the world using a smartphone, tablet, or PC. Easily access information such as the current operating status and maintenance alerts. Users can connect an account to an authorized service dealer for fast, friendly, and proactive service. With Mobile Link, users are taken care of before the next power outage.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION.** This state-of-the-art power maximizing regulation system is standard on all Generac models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine.
- **SINGLE SOURCE SERVICE RESPONSE** from Generac's extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **GENERAC TRANSFER SWITCHES.** Long life and reliability are synonymous with GENERAC POWER SYSTEMS. One reason for this confidence is the GENERAC product line is offered with its own transfer systems and controls for total system compatibility.

GENERAC[®]



100 / 130 / 150 kW

GENERAC®

application & engineering data

GENERATOR SPECIFICATIONS

	100 kW	130 / 150 kW
Type	Synchronous	Synchronous
Rotor Insulation Class	H	H
Stator Insulation Class	H	H
Telephone Interference Factor (TIF)	< 50	< 50
Alternator Output Leads 1-Phase	4 wire	4 wire
Alternator Output Leads 3-Phase	12 wire	12 wire
Bearings	Sealed Ball	Sealed Ball
Coupling	Flexible Disc	Flexible Disc
Excitation System	Synchronous Brushless	Synchronous Brushless
Total Harmonic Distortion	< 5%	< 5%

VOLTAGE REGULATION

Type	Full Digital
Sensing	All
Regulation	Designed for Sensitive Electronics

GOVERNOR SPECIFICATIONS

Type	Electronic
Frequency Regulation	Isochronous
Steady State Regulation	Designed for Sensitive Electronics

ELECTRICAL SYSTEM

Battery Charger Alternator	40 Amp
Static Battery Charger	2.5 Amp
Recommended Battery (battery included)	Group 31, 925 CCA
System Voltage	12 Volts

GENERATOR FEATURES

Revolving field heavy duty generator
 Directly connected to the engine
 Operating temperature rise 135° C above 25° C ambient
 Class H insulation is NEMA rated
 All models fully prototyped tested

ENCLOSURE FEATURES

Aluminum weather protective enclosure	Ensures protection against mother nature. Electrostatically applied textured epoxy paint for added durability.
Enclosed critical grade muffler	Quiet, critical grade muffler is mounted inside the unit to prevent injuries.
Small, compact, attractive	Makes for an easy, eye appealing installation.
SAE	Sound attenuated enclosure ensures quiet operation.

(All ratings in accordance with BS5514, ISO3046, ISO8528, SAE J1349 and DIN6271)

ENGINE SPECIFICATIONS

	100 kW	130 / 150 kW
Make	Generac	Generac
Type	V	V
Cylinders	8	8
Displacement - In ³ (L)	540 (8.86)	540 (8.86)
Bore (in / mm)	4.5 / 114.3	4.5 / 114.3
Stroke (in / mm)	4.25 / 107.95	4.25 / 107.95
Compression Ratio	9.9:1	9.1:1
Intake Air System	Naturally Aspirated	Turbocharged and Aftercooled
Lifter Type	Hydraulic Roller	Hydraulic Roller

ENGINE LUBRICATION SYSTEM

Oil Pump Type	Gear
Oil Filter Type	Full Flow Spin-On Cartridge
Crankcase Capacity (qt / L)	10.5 / 9.9

ENGINE COOLING SYSTEM

Type	Pressurized Closed
Water Pump	Belt-Driven
Fan Speed (rpm)	2,330
Fan Diameter (in / cm)	22 (55.9)
Fan Mode	Pusher

FUEL SYSTEM

Fuel Type	Natural Gas, Propane Vapor
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
LP Fuel Pressure	11 - 14 in Water Column (100kW) 7 - 11 in Water Column (130 kW and 150 kW)
NG Fuel Pressure	11 - 14 in Water Column (100 kW) 7 - 11 in Water Column (130 kW and 150 kW)

100 / 130 / 150 kW

GENERATOR OUTPUT VOLTAGE/kW - 60 Hz

		kW LPG	Amp LPG	kW Nat. Gas	Amp Nat. Gas	CB Size (Both)
RG10090	120/240 V, 1Ø, 1.0 pf	96	400	96	400	400
	120/208 V, 3Ø, 0.8 pf	100	347	96	333	400
	120/240 V, 3Ø, 0.8 pf	100	300	96	288	350
	277/480 V, 3Ø, 0.8 pf	100	150	96	144	175
RG13090	120/240 V, 1Ø, 1.0 pf	130	542	130	542	600
	120/208 V, 3Ø, 0.8 pf	130	451	130	451	500
	120/240 V, 3Ø, 0.8 pf	130	391	130	391	400
	277/480 V, 3Ø, 0.8 pf	130	195	130	195	225
RG15090	120/240 V, 1Ø, 1.0 pf	134	558	144	600	700
	120/208 V, 3Ø, 0.8 pf	140	486	150	520	600
	120/240 V, 3Ø, 0.8 pf	140	421	150	451	500
	277/480 V, 3Ø, 0.8 pf	140	210	150	226	250

SURGE CAPACITY IN AMPS

		Voltage Dip 30%
RG10090	120 / 240 V, 1Ø	854
	120 / 208 V, 3Ø	430
	120 / 240 V, 3Ø	372
	277 / 480 V, 3Ø	244
RG13090	120 / 240 V, 1Ø	854
	120 / 208 V, 3Ø	816
	120 / 240 V, 3Ø	707
	277 / 480 V, 3Ø	351
RG15090	120 / 240 V, 1Ø	617
	120 / 208 V, 3Ø	619
	120 / 240 V, 3Ø	536
	277 / 480 V, 3Ø	351

ENGINE FUEL CONSUMPTION

		Natural Gas		Propane	
		(ft³ / hr)	(m³ / hr)	(ft³ / hr)	(m³ / hr)
RG10090	25% of rated load	406	11.5	20	0.56
	50% of rated load	655	18.5	294	8.3
	75% of rated load	896	25.4	425	12.0
	100% of rated load	1,128	31.9	528	15.0
RG13090	25% of rated load	635	18	270	7.6
	50% of rated load	1,005	28.4	390	11.0
	75% of rated load	1,401	39.7	516	14.6
	100% of rated load	1,797	50.9	642	18.2
RG15090	25% of rated load	668	18.9	280	7.9
	50% of rated load	1,127	31.9	430	12.2
	75% of rated load	1,583	44.8	573	16.2
	100% of rated load	2,042	57.8	720	20.4

Note: **Fuel pipe must be sized for full load.**

For Btu content, multiply ft³ / hr x 2,520 (LP) or ft³ / hr x 1,000 (NG).

For megajoule content, multiply m³ / hr x 93.15 (LP) or m³ / hr x 37.26 (NG).

Refer to "Emissions Data Sheets" for maximum fuel flow for EPA and SCAQMD permitting purposes.

STANDBY RATING: Standby ratings apply to installations served by a reliable utility source. The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-3046-1. Design and specifications are subject to change without notice.

100 / 130 / 150 kW

operating data

ENGINE COOLING

	100 kW	130 kW	150 kW
Air Flow (Fan Air Flow Across Radiator) - Open Set scfm (m ³ / min)	6,589 (186)	5,415 (153.3)	5,598 (158.5)
System Coolant Capacity (gal / liters)	5.5 (20.8)	6.3 (24.0)	6.3 (24.0)
Heat Rejection to Coolant (BTU per hr / MJ per hr)	Contact Factory	Contact Factory	Contact Factory
Maximum Operation Air Temperature on Radiator (°F / °C)	Contact Factory	Contact Factory	Contact Factory
Maximum Ambient Temperature (°F / °C)	122 (50)	122 (50)	122 (50)

COMBUSTION REQUIREMENTS

Flow at Rated Power scfm (m ³ /min)	230 (6.5)	371 (10.5)	343 (9.7)
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SOUND EMISSIONS

Sound Output in dB(A) at 23 ft (7 m) With Generator*	71 db	75 db	80 db
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*In normal operation

EXHAUST

Exhaust Flow at Rated Output scfm (m ³ /min)	771 (21.8)	1,198 (34.0)	1,206 (34.1)
Exhaust Temperature (Rated Output) °F (°C)	1,350 (732)	1,285 (696)	1,440 (782)

ENGINE PARAMETERS

Rated Engine Speed (RPM)	1,800	1,800	1,800
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POWER ADJUSTMENT FOR AMBIENT CONDITIONS

Temperature Deration RG10090 / RG13090 on NG & LP	77°F before derate	3.3% per 10°F above 77°F
Temperature Deration RG15090 on NG	77°F before derate	8% per 5°F above 77°F
Temperature Deration RG15090 on LP	77°F before derate	11% per 5°F above 77°F
Altitude Deration (100 kW / 130kW)		3% for every 1,000 ft above 600 ft
Altitude Deration (150 kW)		2.1% for every 1,000 ft above 600 ft

CONTROLLER FEATURES

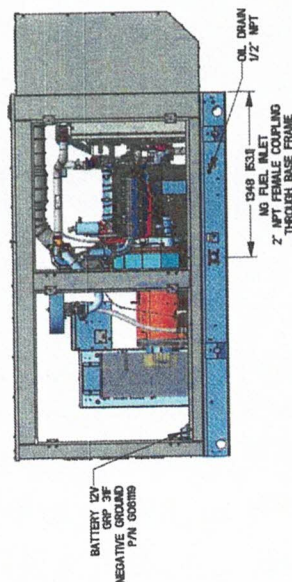
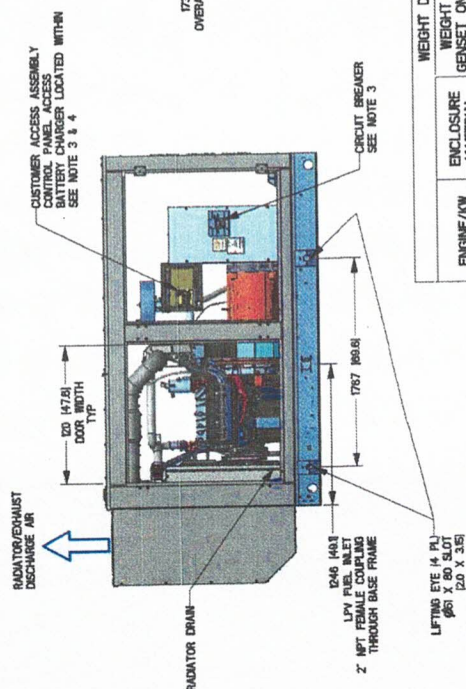
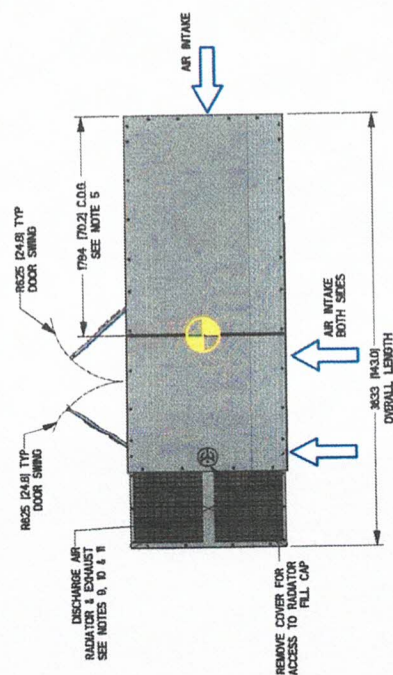
Two-Line Plain Text LCD Display	Simple user interface for ease of operation.
Mode Switch: AUTO	Automatic Start on Utility failure. 7 day exerciser.
OFF	Stops unit. Power is removed. Control and charger still operate.
MANUAL	Start with starter control, unit stays on. If utility fails, transfer to load takes place.
Programmable Start Delay Between 10-30 Seconds	10 sec standard
Engine Start Sequence	Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration)
Engine Warm-up	5 sec
Engine Cool-Down	1 min
Starter Lock-Out	Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger	Standard
Automatic Voltage Regulation With Over and Under Voltage Protection.....	Standard
Automatic Low Oil Pressure Shutdown.....	Standard
Overspeed Shutdown.....	Standard, 72 Hz
High Temperature Shutdown	Standard
Overcrank Protection	Standard
Safety Fused	Standard
Failure to Transfer Protection.....	Standard
Low Battery Protection.....	Standard
50 Event Run Log.....	Standard
Future Set Capable Exerciser	Standard
Incorrect Wiring Protection.....	Standard
Internal Fault Protection.....	Standard
Common External Fault Capability	Standard
Governor Failure Protection	Standard

Model #	Product	Description
G007169-0	Mobile Link® 4G LTE Cellular Accessory	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or with any smart device. You will even be notified when a change in the generator's status occurs via e-mail or text message. Note: Harness Adapter Kit required. Available in the U.S. only.
G009883-0	Cold Weather Kit	If the temperature regularly falls below 32 °F (0 °C), install a cold weather kit to maintain optimal battery temperature. Kit consists of battery warmer with thermostat built into the wrap.
G009884-0	Extreme Cold Weather Kit	Recommended where the temperature regularly falls below 32 °F (0 °C) for extended periods of time. For liquid cooled units only.
G005651-0	Base Plug Kit	Add base plugs to the base of the generator to keep out debris.
G005703-0 - Bisque	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
G009882-0	Scheduled Maintenance Kit	The Liquid-Cooled Scheduled Maintenance Kits offer all the hardware necessary to perform complete maintenance on Generac liquid-cooled generators.
G006510-0	E-Stop	E-stop allows for immediate fuel shutoff and generator shutdown in the event of an emergency.
G007005-0	Wi-Fi LP Fuel Level Monitor	The Wi-Fi enabled LP fuel level monitor provides constant monitoring of the connected LP fuel tank. Monitoring the LP tank's fuel level is an important step in making sure your generator is ready to run during an unexpected power failure. Status alerts are available through a free application to notify when your LP tank is in need of a refill.
G007000-0 (50 amp) G007006-0 (100 amp)	Smart Management Module	Smart Management Modules (SMM) are used to optimize the performance of a standby generator. They manage large electrical loads upon startup and shed them to aid in recovery when overloaded. In many cases, using SMM's can reduce the overall size and cost of the system.
G009885-0	400 A CB Kit	400 A Circuit Breaker Kit designed for three phase products built with a factory installed circuit breaker greater than 400 A.
A0000018981	Ultrasonic Cleaner Solution	An ultra-concentrated anti-corrosive cleaning solution engineered to reach the smallest cavities to clean the toughest contaminants. This water based formula is non-toxic, biodegradable, safe for both metal and plastic surfaces, and is superior in rinsability.
A0000019001	All Surface Protectant	All surface protectant for vinyl, rubber, plastics creates a barrier that seals & protects surfaces from water, UV rays while renewing the look of the surface.

- NOTES:
1. MINIMUM RECOMMENDED CONCRETE PAD SIZE IS LARGER PER SIDE THAN FRAME REFERENCE. SEE SPEC. 3085.100T LOKK.
2. REFERENCE INSTALLATION GUIDE SUPPLIED WITH UNIT FOR CONCRETE PAD GUIDELINES.
3. ALLOW SUFFICIENT ROOM ON ALL SIDES FOR SERVICE ACCESS AND MAINTENANCE ACCESS. ACCESSIBLE NPTA 37 AND NPTA 38 STANDARDS AS WELL AS ANY OTHER FEDERAL, STATE, AND LOCAL CODES.
4. CONTROL PANEL, 1/2 CIRCUIT BREAKER REQUIREMENT.
5. ACCESSIBLE THROUGH CUSTOMER ACCESS ASSEMBLY ON LEFT SIDE OF GENERATOR.
6. INSIDE SHUT-UP AREA FOR AC LOAD LEAD CONDUIT CONNECTION. NEUTRAL CONNECTION BATTERY CHARGED. INSIDE REMAINS KEPT CLEAR FOR ACCESS.
7. CENTER OF GRAVITY AND WEIGHT MAY CHANGE DUE TO UNIT OPTIONS.
8. BOTTOM OF GENERATOR SET MUST BE ENCLOSED TO PREVENT PEST INTRUSION AND TO PREVENT AIR INTRUSION. PROVIDE PEST AND AIR COOLING AIR FLUKE.
9. REFERENCE OWNERS MANUAL FOR LIFTING WARNINGS.
10. MOUNTING BOLTS OR STUDS TO DISCHARGE SURFACE SHALL BE 5/8-11 GRADE 5.
11. USE STANDARD GUE STUBS TO TORQUE SPECS.
12. REFERENCE OWNERS MANUAL FOR DISCHARGE AREA.
13. SHEET FOR MINIMUM AIR FLOW AND MAXIMUM RESTRICTION REQUIREMENTS.
14. GENERATOR MUST BE INSTALLED SUCH THAT FRESH COOLING AIR IS AVAILABLE.
15. AND THAT DISCHARGE AIR FROM EXHAUST UNIT IS AVAILABLE.
16. EXHAUST AIR MUST BE EXHAUSTED THROUGH EXHAUST MUFFLER. ACCESS AVAILABLE THROUGH DOORS TO FAN BELT.

SERVICE ITEM	9-CL
OIL FILL CAP	RIGHT SIDE
OIL DIP STICK	RIGHT SIDE
OIL FILTER	LEFT SIDE
OIL DRAIN HOSE	RIGHT SIDE
RADIATOR DRAIN HOSE	LEFT SIDE
COOLANT RECOVERY BOTTLE	RIGHT SIDE
RADIATOR FILL CAP	ROOF TOP
AIR CLEANER ELEMENT	ETHER SIDE
SPARK PLUGS	ETHER SIDE
FAN BELT	SEE NOTE II
BATTERY	RIGHT SIDE

REFERENCE OWNERS MANUAL
FOR PERIODIC REPLACEMENT
PART LISTINGS.



DIMENSIONS: 1MM INCH

WEIGHT DATA				
ENGINE/KW	ENCLOSURE MATERIAL	WEIGHT GENSET ONLY KG (LBS)	WEIGHT SHIPPING SKID KG (LBS)	SHIPPING WEIGHT KG (LBS)
2000/2500W	A1	1487 (3277lb)	131 (289)	1618 (3560)

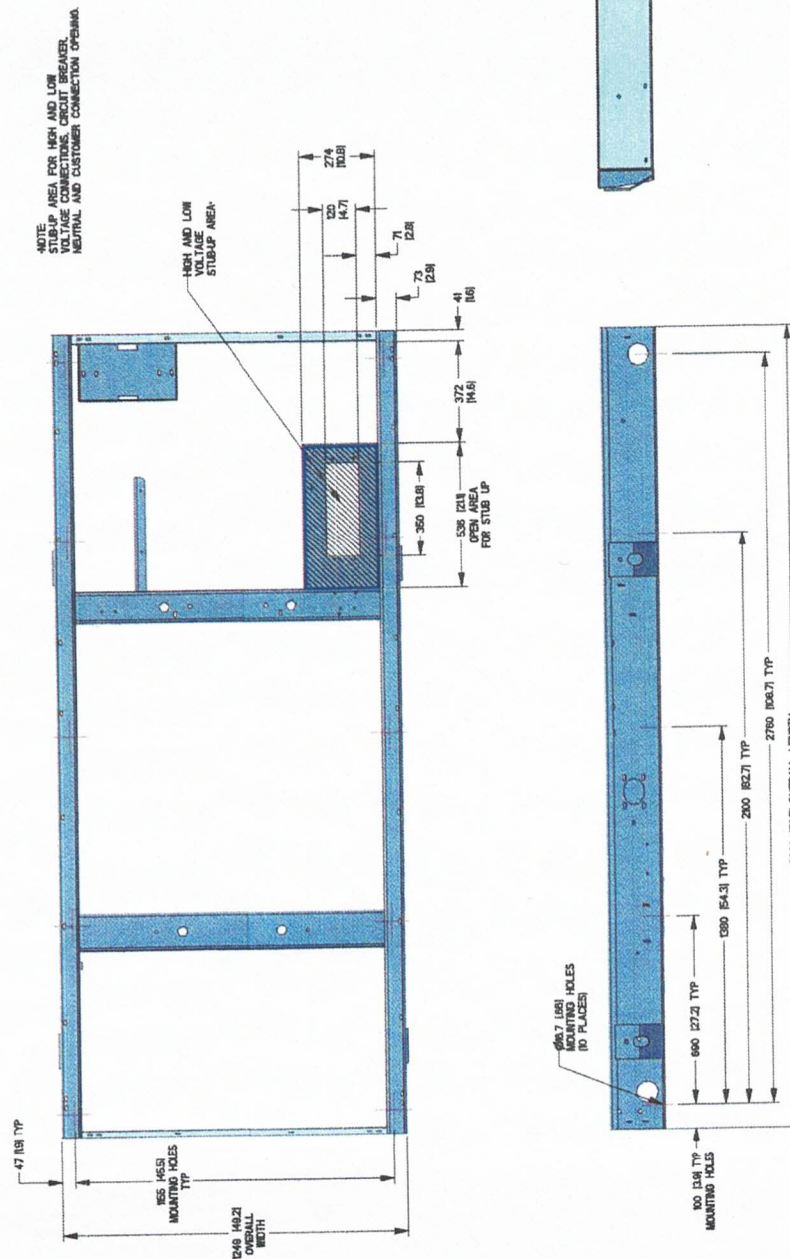
150 kW

Drawing #A0001618957 (2 of 2)

GENERAC®
installation layout

Protector® Series

11 of



GENERAC®

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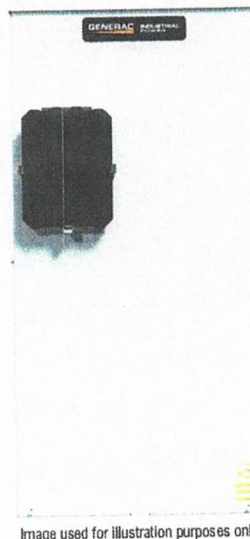
TX611 Series Transfer Switch

600 Amps

Contactor Type · Open and Delayed Transition

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- Automatic Transfer Switch
- 600A up to 600V VAC, 60 Hz, 100% current rated
- Single or Three Phase
- 2, 3, or 4 Poles
- UL Type 1, 3R, or 12 Enclosure
- Open and Inphase or Open with Delayed Transition
- ETL Listed to UL 1008
- High Withstand and Closing Ratings
- 3-Cycle Rated for Easy Upstream Breaker Coordination



Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



cETLus Listed to UL 1008



NFPA 70, 99, 110



NEC 700, 701, 702, 708

Description

Generac's patented* contactor is featured in the TX contactor type transfer switch, which is a double-throw robust switch construction with inherent interlocks for safe positive transfer between power sources. Featuring a transition time of less than 30 milliseconds, this high speed transfer is ideal for all applications, including motor load applications. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in mission critical, emergency, legally required, and optional power systems.

The microprocessor based controller provides the customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has two programmable inputs and one programmable output as standard and is available with an optional expansion board for up to four programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase unbalance, phase reversal, load shed, emergency inhibit, and communications.

*Patent Number: US 11,227,728 B2

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STANDARD FEATURES

GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Wall Mount
- Cable Entry is Top or Bottom
- Double-throw, stored energy transfer mechanism
- Can be electrically isolated while energized
- Graphical LCD-Based Display for Programming, System Diagnostics, and Help Menu Display Mimic
- Diagram with Source Available and Connected LED Indicator
- Method of Transfer: Open with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modbus® RTU Communications
- TXC 100 Controller
- Operating Temperature: -4° to 158°F (-20° to 70°C)
- Removable Top and Bottom Plates for Ease of Entry
- Voltage Agnostic*
- High Withstand and Closing Ratings
- Heater Kit Standard on all 3R Enclosures
- Auxiliary Output Includes: Two Wire Start, Signal Before Transfer, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive Inputs (24VDC)
- General Alarm Indication
- 2 Year Standard Warranty

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal and Emergency 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

START CIRCUIT

- 2-wire Start
- 3-wire Start from C Contact for Circuit Monitoring

DIGITAL OUTPUTS

- Switch Position Indication (2 Form C)
- Signal Before Transfer (Elevator)
- General Alarm

DIGITAL INPUTS

- Emergency Inhibit (Permissive & Load Shed)
- Go to Emergency (Demand Response)
- Manual Generator Retransfer

CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup – Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Generator Battery Backup for Controller
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections
- Time-Stamped Event History Log
- Programmable Exerciser – Daily, Weekly, Biweekly, Monthly

* 480 V 3-Wire Systems and all 600 V systems must be specified at time of ordering for Transformer Kit to be included

AVAILABLE OPTIONS

- Time Delay in Neutral Transition (TDN) or Inphase with a Default to Time Delay in Neutral Transfer
- Remote Annunciator
- Chicago Code Kit
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- CTs for Integrated Metering
- Heater Option for Temperature and Humidity Control (Standard on 3R Enclosure)
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs

- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

Engineered Options

- Transient Voltage Surge Suppressor (TVSS)
- Manual Generator Retransfer Switch
- Go to Emergency Switch
- NEMA 4 and 4X

Conversion Kits

- 480 V Transformer Kit for 3-Wire Systems
- 600 V Transformer Kit
- UL Type 1 to Type 3R Kit

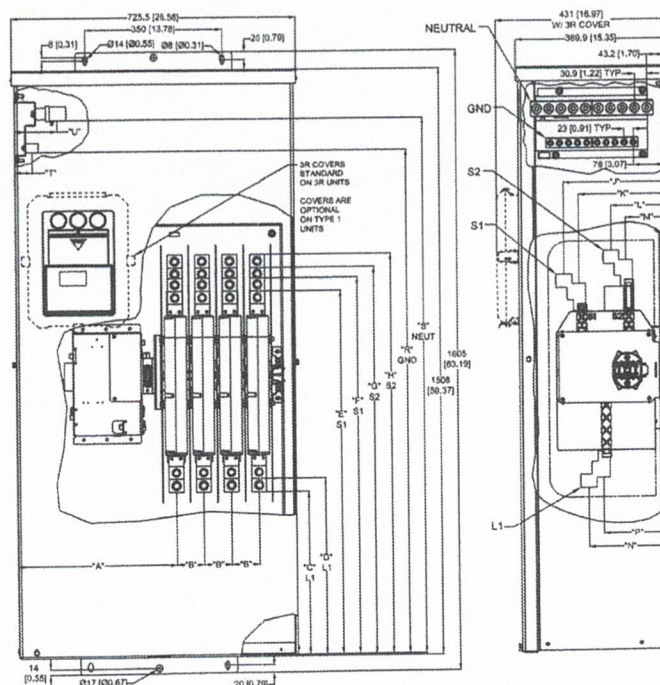
TX611 Series Transfer Switch

600 Amps

Contactor Type · Open and Delayed Transition

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UNIT DIMENSIONS*



Non-Service Entrance Rated, Contactor Type, Open and Delayed Transition, 600 A, Type 1 and Type 3R

Non-Service Entrance Rated, Contactor Type, Open and Delayed Transition, 600 A, Type I and Type III																			lbs (kg)	
Description	In (mm)													Cu/Al					Weight	
	A (Dim)	B (Dim)	C (Dim)	D (Dim)	E (Dim)	F (Dim)	G (Dim)	H (Dim)	J (Dim)	K (Dim)	L (Dim)	M (Dim)	N (Dim)	P (Dim)	Normal 75 °C Wire	Standby Source 75 °C Wire	Load 75 °C Wire	Neutral Connection		Ground Connection
600A 2 & 3 Pole	18.12 (460.3)	2.75 (69.9)	15.34 (389.7)	16.34 (415.1)	39.53 (1004)	40.53 (1029.4)	42.19 (1071.7)	43.19 (1097.1)	9.54 (242.3)	8.21 (208.5)	4.81 (122.3)	3.48 (88.5)	7.18 (182.3)	5.85 (148.5)	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(10) 600 Kcmil - 4	(10) 350 Kcmil - 6	245 (111)
600A 4 Pole	16.23 (412.3)	2.75 (69.9)	15.34 (389.7)	16.34 (415.1)	39.53 (1004)	40.53 (1029.4)	42.19 (1071.7)	43.19 (1097.1)	9.54 (242.3)	8.21 (208.5)	4.81 (122.3)	3.48 (88.5)	7.18 (182.3)	5.85 (148.5)	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(10) 600 Kcmil - 4	(10) 350 Kcmil - 6	256 (116)

UL 1008 Withstand and Closing Ratings

Ampere Rating	3-Cycle Rating (kA)	Fuse Rating (Class L)	Fuse Size (Class L)	Voltage
600	50	200 kA	2000 A	600V

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

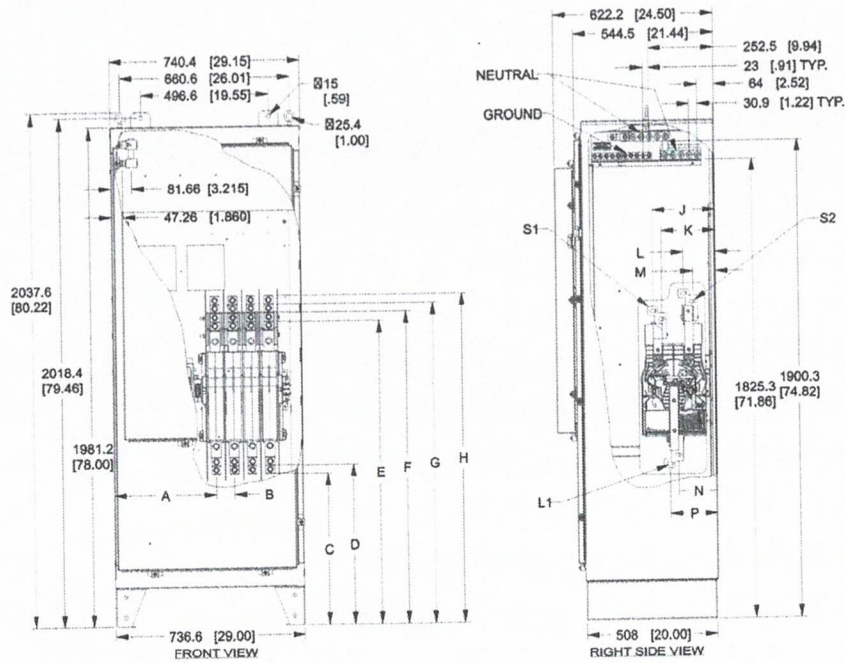
TX611 Series Transfer Switch

600 Amps

Contactor Type · Open and Delayed Transition

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UNIT DIMENSIONS*



Non-Service Entrance Rated, Contactor Type, Open and Delayed Transition, 600 A, Type 12

Non-Service Entrance Rated, Contactor Type, Open and Delayed Transition, 600A, Type 1																					lbs (kg)†
Description	in (mm)														Cu/Al					Weight	
	A (Dim)	B (Dim)	C (Dim)	D (Dim)	E (Dim)	F (Dim)	G (Dim)	H (Dim)	J (Dim)	K (Dim)	L (Dim)	M (Dim)	N (Dim)	P (Dim)	Normal 75 °C Wire	Standby Source 75 °C Wire	Load 75 °C Wire	Neutral Connection	Ground Connection		
600A 2 & 3 Pole	15.66 (397.8)	2.75 (69.9)	23.5 (597.0)	24.9 (632.0)	47.31 (1201.6)	48.68 (1236.5)	49.97 (1269.2)	51.34 (1304.1)	9.55 (242.5)	8.20 (208.2)	4.82 (122.5)	3.47 (88.2)	5.83 (148.2)	7.18 (182.5)	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(8) 600 Kcmil - 4	(10) 350 Kcmil - 6	375 (170)	
600A 4 Pole	15.66 (397.8)	2.75 (69.9)	23.5 (597.0)	24.9 (632.0)	47.31 (1201.6)	48.68 (1236.5)	49.97 (1269.2)	51.34 (1304.1)	9.55 (242.5)	8.20 (208.2)	4.82 (122.5)	3.47 (88.2)	5.83 (148.2)	7.18 (182.5)	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2	(8) 600 Kcmil - 4	(10) 350 Kcmil - 6	385 (175)	

UL 1008 Withstand and Closing Ratings

Ampere Rating	Specific Breaker (kA)**	Fuse Rating (Class L)	Fuse Size (Class L)	Voltage
600	85	200 kA	2000 A	600V

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.
 ** See Specific Breaker List available on GENconnect.
 † Weight listing is an estimation.