

Communications / Finance & Government Relations Committee

January 30, 2024



TEXAS HISTORICAL COMMISSION

AGENDA COMMUNICATIONS / FINANCE & GOVERNMENT RELATIONS COMMITTEE

Holiday Inn Austin Town Lake
Sunflower/Marigold Room
20 N-IH 35
Austin, TX 78701
January 30, 2024
10:15 A.M.

(or upon the adjournment of the 9:30a.m. Architecture committee meeting, whichever occurs later)

This meeting of the THC Communications / Finance & Government Relations committee has been properly posted with the Secretary of State's Office according to the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code. The members may discuss and/or take action on any of the items listed in the agenda.

1. Call to Order – Chair Donnelly

- A. Committee member introductions
- B. Establish quorum
- C. Recognize and/or excuse absences

2. Consider approval of the October 26, 2023, meeting minutes for:

- A. Finance and Government Relations Committee
- B. Communications Committee

3. Consider acceptance of donations to the THC (Item 6.4) – Dr. Egele

4. Consider approval of Contract Amendments & Agreements – Dr. Egele

- A. Contract Agreement with McConnell & Jones, LLP – (Item 6.7A)
- B. Contract Amendment with Design & Production Incorporated for Star of the Republic Museum at Washington-on-the Brazos SHS – (Item 6.7B)

5. Financial review – Estrada

6. Legislative Report – Aldredge

7. Communications Division update and committee discussion — Chris Florance

- A. Updates
- B. Major Projects Status
- C. Future Planning

8. Adjournment

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, large print or Braille, are requested to contact Paige Neumann at 512-463-5768 at least four (4) business days prior to the meeting so that appropriate arrangements can be made.

TEXAS HISTORICAL COMMISSION

MINUTES FINANCE & GOVERNMENT RELATIONS COMMITTEE

The National Museum of the Pacific War
Admiral Nimitz Historic Ballroom
340 E. Main Street
Fredericksburg, TX 78624
October 26, 2023
3:00 P.M.

Note: For the full text of action items, please contact the Texas Historical Commission at P.O. Box 12276, Austin, TX 78711 or call 512-463-6100

1. Call to Order

The meeting of the Texas Historical Commission (THC) Finance and Government Relations Committee was called to order by committee Chair Catherine McKnight at 3:04 on October 26, 2023. She announced the meeting had been posted with the Secretary of State's Office according to the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code.

A. Committee member introductions

Committee members present included:
Committee Chair Catherine McKnight
Commissioner John Crain
Commissioner Garrett Donnelly
Commissioner Renee Dutia
Commissioner David Gravelle
Commissioner Ted Houghton

B. Establish quorum

Chair McKnight reported a quorum was present and declared the meeting open.

C. Recognize and/or excuse absences

No absences noted.

2. Consider approval of the July 20, 2023, Finance and Government Relations Committee meeting minutes

Chair McKnight said that with no objections the committee would approve the July 20, 2023 committee meeting. Hearing none, she declared the minutes approved.

3. Consider approval of contract amendment with Phoenix I Restoration & Construction, Ltd. for construction services for the Fanthorp Inn State Historic Site (Item 7.8)

Dr. Egele noted that at a meeting held on September 12, 2023, the Executive Committee voted to approve the contract amendment. She said that the item is part of the full commissions consent agenda.

4. Consider acceptance of donations to the THC (Item 7.9)

Dr. Egele said that there were two donations coming before the committee:

- A donation received from the Fort Griffin Fandangle Association in the amount of \$600.
- A reimbursement from the Friends of THC for Phase I of the agency wide mobile app development in the amount of \$24,437.51.

Commissioner Donnelly moved, and Commissioner Ted Houghton seconded, and the committee voted unanimously to send forward to the Commission and recommend approval of any donations received, and reimbursements from the Friends of the Texas Historical Commission in the amount of \$25,037.51.

5. Financial review

Chief Financial Officer Daniel Estrada reported on the dashboard for FY 2023. He noted no issues.

6. Legislative Report

No report provided.

7. Adjournment

The committee meeting adjourned at 3:10 p.m.

TEXAS HISTORICAL COMMISSION

MINUTES COMMUNICATIONS COMMITTEE The National Museum of the Pacific War Admiral Nimitz Historic Ballroom 340 E. Main Street Fredericksburg, TX 78624 October 27, 2023

NOTE: For the full text of the action items, please contact the Texas Historical Commission at P.O. Box 12276, Austin TX 78711 or call 512-463-6100.
*All agenda items were discussed, although not necessarily in the order presented below.

Commissioners in attendance: Garrett Donnelly, Donna Bahorich, Catherine McKnight, Renee Dutia and Jim Bruseth.

1. Call to Order

The meeting was called to order by Chairman Catherine McKnight at 1:19 p.m. She announced the meeting had been posted to the *Texas Register*, was being held in conformance with the Texas Open Meetings Act, Texas Government Code, Chapter 551 and that notice had been properly posted with the Secretary of State's Office as required.

A. Committee member introductions

Chairman McKnight called on commissioners to individually state their name and the city in which they reside.

B. Establish quorum

Chairman McKnight reported a quorum was present.

C. Recognize and/or excuse absences

Commissioner Cathy McKnight moved to excuse the absence of Commissioner Fritz Duda, the motion which passed unanimously.

2. Minutes

Commissioner McKnight moved to approve the July committee minutes. The motion passed unanimously.

3. Communications Division update and committee discussion-Chris Florance

Florance provided an update on projects underway by the Communications Division.

He discussed the state historic sites marketing plan conducted with AJR Digital Media Solutions, August 2022 – July 2023 to raise the awareness of various individual sites and themes of sites across the state. The HSD buy was supported by additional financial support from private donors that was also utilized as part of the campaign. The effort constituted promoted search, broadcast advertorial, Facebook ads, digital ads, some print ads and rack card distribution.

The effort generated nearly 800,000 engagements; successful elements included suggested road trips, spring break trips, and other thematic and seasonal travel ideas.

Florance explained the benefits of working with vendors and other consultants who can provide targeted media buys, research, and other specialized marketing services beyond the scope of internal resources.

Florance discussed the criticality of the sites marketing and the potential it offers the agency and the future of specific sites promotional efforts, including the Washington-on-the-Brazos extended closure and the Caddo Mounds museum re-opening.

Florance also discussed the website redesign project. He reported good progress and that it was more or less ahead of schedule as of late October 2023. He explained the goals of the project, including the need for a vastly improved navigation structure for visitors to the website. He shared a goal of launching the site December 2023 but that the launch could be pushed back slightly to accommodate staff and vendor schedules.

Commissioner Bahorich remarked on the simplicity of the site design and appreciated its lack of clutter. Commissioner McKnight noted it would be easier to navigate.

Florance reminded the commission that the project was driven primarily by the end of formal support for the content management system version used by the site.

Commissioner Dutia commended the emotional connection of the branding in the site. Florance discussed the efforts to incorporate the brand identity as much as possible into the new site.

Florance then discussed a market research report prepared by Evolve to gauge awareness, sentiment and connection across the state toward the agency and its services and programs. Florance described the study and its goals, including the capture of a balanced geographic and demographic sample of the state's population.

Florance noted that the findings were not revelatory but provided a baseline to understand the level of awareness the agency holds among Texans. He noted the key recommendations from the vendor were to strengthen the public's connection to the work we do through consistent use of the branding, shared messaging and other consistent strategies. They urged us to expand our footprint in digital media, advertising, social media and other media. The vendor also identified easy wins – groups who indicate interest in the agency's services but were not aware of the THC's connection to them.

Florance noted the market research arrived in time to be incorporated into the 2024-25 agency communications plan, which he presented to the commissioners and that the findings aligned well with the plan. He discussed efforts to partner with various divisions to promote division-focused events that can support and involve other preservation messages. He discussed opportunities and lessons learned from Living History Week (HSD and CHD) and Texas Archeology Month (Archeology, HSD, Communications and HT).

He mentioned the plan's goals to further segment email lists into more specialized interest lists, including a business user list, academic resources and more.

Commissioner McKnight asked about the efforts to strengthen identity with groups like property owners, and asked about what resources could be available for them, such as permits, tax credits and more.

Florance mentioned the app promotion that will be a major initiative for digital engagement, plans to add a CHD engagement coordinator, internal trainings for branding and media relations policy, a speaker's bureau, and other initiatives outlined in the plan.

Commissioner McKnight commended the communications plan and the research.

Commissioner Bahorich urged Florance to partner with publishers to showcase THC content to educators, and offered to facilitate this as she could.

Commissioner Dutia said the plan was robust and ambitious. She suggested a quick reference guide for commissioners to use if they are questioned at events or other public appearances. She urged them to have one voice and brand.

Commissioner Bruseth noted that he and Commissioner Gravelle had urged consistent branding and felt the market research hit that point very hard.

Adjournment

At 1:59 p.m., on the motion of Commissioner McKnight and without objection, the Communications Committee meeting was adjourned.

FY 2024
Quarterly Report
Finance and Accounting Division
September–December 2023

ACCOUNTS PAYABLE AND PAYROLL

Accounts payable have processed 3,167 travel and payment transaction vouchers totaling \$17,567,717.94 through the period ending December 31, 2023.

During this same period, \$184,087.46 of procurement card expenditures have been processed.

For FY 2024, nine payrolls (regular and supplemental) were processed totaling \$8,877,089.48.

BUDGET

THC budget staff have reviewed budgets for 1,261 requisitions for Fiscal Year 2024, through the period ending December 31, 2023.

FINANCIAL REPORTING

These financial reports have been prepared and submitted since September 1, 2023:

- 941 Quarterly Tax Returns
- Monthly Bond Fund Reports
- Monthly Operating Budgets
- Monthly Sales Tax Returns
- Quarterly Performance Measures
- Quarterly Binding Encumbrance Report
- Quarterly ABEST/USAS Reconciliation
- Annual Financial Report for the Year Ended August 31, 2023
- Annual Report of Nonfinancial Data for the Year Ended August 31, 2023
- Operating Budget for FY 2024

FY 2024
Quarterly Report

Procurement and Contracting Services Division
September–December 2023

PURCHASING

Purchasing has processed 1,289 purchase orders for the period ending December 31, 2023.

HUB

The THC percentages for the period ending December 31, 2023:

Category	THC Actual	THC Goal
Heavy Construction	0.00%	11.2%
Building Construction	1.26%	21.1%
Special Trade	9.22%	32.9%
Professional Service	41.44%	23.7%
Other Service	16.77%	26.0%
Commodity Purchasing	8.18%	21.1%

The HUB coordinator and staff have updated policies and procedures to streamline and find new ways to enhance our good-faith effort in meeting and exceeding our goals.

As part of our outreach, the agency attended the 2023 Houston Minority Supplier Development Council Expo on October 11–12.

Staff continue to reach out to HUB vendors for projects through agency-sponsored forums and other agency forums, as well as soliciting on the Electronic State Business Daily and utilizing the Centralized Master Bidders List for all formal bids and proposals. We are also contacting non-HUB vendors that could be eligible to be a HUB by assisting in the certification process or identifying those expenditures for supplemental reporting consideration.

Quarterly Report

Communications Division
October–December 2023

STAFF ANNOUNCEMENTS

Lance Catchings and Ana Gutierrez have joined the Communications team. Lance will serve as the new CHD Communications Coordinator and Ana will serve as the new engagement coordinator over social media, email marketing and other community outreach.

Austin May ended a short but successful stint as media relations coordinator in December; the position has been posted and recruitment is underway.

SOCIAL MEDIA

This quarter, social media topics included Texas Archeology Month and the Texas Archeology Fair at the French Legation, Imagine the Possibilities tours, Hispanic Heritage Month, Native American Heritage Month, the 60th anniversary of the JFK assassination, the FY 2025 TPTF grant application period, the THC holiday gift guide, and the Real Places 2024 early-bird deadline.

Native American heritage month topics included features on the federally recognized tribes in Texas, tribal languages, the Kickapoo Tribe, and Hueco Tanks State Park and Historic Site in El Paso. We also did a post for Indigenous Peoples' Day on October 9.

WEBSITES

Traffic to the agency website, thc.texas.gov, increased by 13.4 percent compared to this quarter last year (449,579 vs. 396,306). Among the most-visited sections of the agency site are the home page, the job opportunities page, Washington-on-the-Brazos State Historic Site, and the historical markers pages.

Over the past quarter, the THC has collaborated with Mighty Citizen, the vendor for the new website, to complete the testing and content migration process ahead of the site launch. On January 8, the agency launched its redesigned website. The new website

utilizes a modern content management system and embraces a visually rich, mobile-friendly approach that will ensure the functional viability of the website for years to come.

HISTORIC SITES

The Communications Division continues to prioritize the promotion of visitation, site amenities, and upcoming living history, historic foodways, and seasonal events at the THC's state historic sites. General promotion of the sites as well as upcoming in-person and digital events continue to be highlighted on the agency website, social media, email marketing, public relations, and paid advertising efforts.

Print advertising continues to promote visitation to historic sites with ads placed in *Texas Highways*, *AAA Texas Explorer*, *Texas Highways Events Calendar*, *Texas State Travel Guide*, *Authentic Texas*, and *USA Today*. Digital ads are running through search, native, YouTube, and social media to promote historic sites and convert clicks to our state historic sites webpages.

Through lead generation campaigns with Travel Texas, TxDOT, and TourTexas.com—as well as past webinar attendees, new subscribers on the agency's GovDelivery email network, and collection of emails at the historic sites point of sale system—there are now over 325,000 email addresses to promote initiatives and events at our state historic sites each month. This quarter, over 12,000 new subscribers were added to state historic sites promotional email lists.

Communications developed graphics, email marketing, and social media posts for the state historic sites holiday gift guide. Promotions continue for living history events, webinars, and other winter events at state historic sites.

MEDIA RELATIONS

Significant media coverage over the last quarter included the *Texas Monthly* regarding communications from Michelle Haas and the Texas History Trust regarding Varner-Hogg and Levi Jordan plantation state historic sites.

Press releases were distributed for the Undertold Marker application period, Archeology Fair at the French Legation State Historic Site, Texas Preservation Trust Fund recipients and new grant cycle, Real Places 2024, Caddo Culture Day at Caddo Mounds State Historic Site, and holiday events at the state historic sites.

EMAIL OUTREACH

The December edition of the monthly agency e-newsletter went to 143,058 subscribers, while the October issue of the quarterly Heritage Traveler newsletter went to 40,297 recipients in late September. Some of the most-clicked links included the Texas Historic Sites Atlas, the state historic sites holiday gift guide, and the registration page for the Friends of the THC's webinar, "Beyond the Czech Belt: How Kolaches Became an Iconic Texan Treat."

We also re-launched the Marking Time in Texas newsletter about the Historical Markers Program as a quarterly email. It went out in November to 19,596 subscribers. Additional quarterly email newsletters are being planned for release in the coming months on the topics of archeology, commercial services, Texas history educational resources, and cemetery preservation.

Real Places 2024 email outreach this quarter happened in three main efforts, beginning with a launch announcement to all email lists and listservs about the registration website in early November. A couple weeks later, targeted emails went out to most key lists highlighting specific programming for various audiences. Finally, a reminder about early-bird savings went out to all lists and listservs about a week before that key deadline in mid-December.

Other key email outreach efforts focused on numerous webinar and event promotions offered by the THC and our historic sites, as well as the Museum Services Program, THC press releases, the Friends of the THC, and Texas Holocaust, Genocide, and

Antisemitism Advisory Commission emails.

PRINT/EDITING PROJECTS

Print projects have included the fall 2023 special edition of *The Medallion*, dedicated to the 60th anniversary of the JFK assassination. The winter edition is in the works. We have continued to distribute the monthly employee newsletter.

We also updated an old brochure about the THC Library/Gethsemane Church and redid signage about the stained-glass windows in the church. We are continuing to work with County Historical Commission Outreach Program staff to update an old brochure about their program.

TEXAS HISTORICAL COMMISSION

Item 6.4
Texas Historical Commission
Quarterly Meeting
January 30-31, 2024

**Approval of Donations
September – December 2023**

Background

This is a standing item to accept donations made directly to the agency, as well as transfers from the Friends of the Texas Historical Commission

Suggested Motion

Move that the committee send forward to the Commission and recommend approval of any donations received, reimbursements, and gifts-in-kind from the Friends of the Texas Historical Commission in the amount of \$505,000.00.

Agency Donations

<u>Donor/Item</u>	<u>Division/Project</u>	<u>Amount</u>
Rudi Rodriguez–EPI-Electrical Enclosures	HPD/Undertold Marker Program	\$5,000.00

Friends of THC Reimbursements

<u>Purpose</u>	<u>Division/Project</u>	<u>Amount</u>
Almonte Land Purchase	HSD/San Jacinto SHS	\$500,000.00

Friends of THC Gifts-in-Kind

<u>Item</u>	<u>Division/Project</u>	<u>Amount</u>
No Friends Gifts-in-Kind to report this quarter		

TEXAS HISTORICAL COMMISSION

Item 6.7
Texas Historical Commission
Quarterly Meeting
January 30-31, 2024

Consider approval to amend the Contract Agreement with McConnell & Jones, LLP

This agreement (“Contract”) is entered into by the Texas Historical Commission (THC), an agency of the State of Texas, and McConnell & Jones LLP, (“Contractor”), located at 4828 Loop Central, Suite 1000, Houston, Texas 77081.

Background

Government Code §2155.088 requires the governing board of a state agency to approve by vote in an open meeting any material change to a contract for goods or services, regardless of the dollar amount of the contract. A material change is defined as an extension of the completion date of a contract for six or more months or a change in the amount of the contract by at least ten percent.

This agreement outlines the services to be performed by the Contractor who will be responsible for organizing, managing, and implementing all aspects of the internal audit function at the THC including risk assessment, conducting internal audits, producing audit reports, discussing the findings with the THC’s audit committee, and preparing the annual internal audit report for the THC.

The initial term of this agreement expires on November 1, 2027. The THC has the sole option to prolong the agreement beyond the initial period, which shall not exceed 160 days by written amendment.

Proposed Amendment #1 seeks to add additional funding.

Contract	Date Executed	Original Contract Term	Original Contract Amount	Proposed Amendment
McConnell & Jones, LLP Contract No. 808-23-ADM-001	10/10/2022	Original termination date: 11/1/2027 THC has the sole option to extend for an additional 160 days.	Original Contract Amount: \$180,000.00	Amendment #1 requests: Additional funding in the amount of \$39,545. This additional funding reflects McConnell & Jones, LLP Financial Operations Proposal for Financial Operations and Advisory.

Recommended motion (Committee): Move that the committee send forward to the Commission and recommend approval of Amendment #1 for Contract Number 808-23-ADM-001 with McConnell & Jones, LLP to add additional funding in the amount of \$39,545.

Recommended motion (Commission): Move to approve Amendment #1 for Contract Number 808-23-ADM-001 with McConnell & Jones, LLP to add additional funding in the amount of \$39,545.

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**CONTRACT TO PERFORM
BETWEEN
TEXAS HISTORICAL COMMISSION
AND
McCONNELL & JONES, LLP**

CONTRACT NO. 808-23-ADM-001

This agreement (“Contract”) is entered into by the Texas Historical Commission (THC), an agency of the State of Texas, and McConnell & Jones LLP, (“Contractor”), located at 4828 Loop Central, Suite 1000, Houston, Texas 77081.

I. RECITALS

Whereas, on July 6, 2022, the THC issued a Request for Qualifications from qualified, independent firms to provide Internal Auditing Services.

Whereas, Contractor submitted their Qualifications (Response) dated July 29, 2022, in response to the THC’s Solicitation; and,

Whereas, Contractor will be responsible for organizing, managing, and implementing all aspects of the internal audit function at the THC including risk assessment, conducting internal audits, producing audit reports, discussing the findings with the THC’s audit committee, and preparing the annual internal audit report.

Now, therefore, the THC and Contractor hereby agree as follows:

II. AUTHORITY

This Contract is entered into pursuant to Texas Government Code Chapter 2254.

III. SERVICES, STANDARDS OF PERFORMANCE, AND CONTRACT ADMINISTRATION

Attachments. The following documents constitute the Standards of Performance for this Contract. All of the following are attached to and incorporated as part of this Contract for all purposes:

1. THC’s Request for Qualifications, RFQ 808-22-ADM-001(Attachment A)
2. Contractor’s submitted qualifications (Attachment B)
3. Contractor’s submitted price proposal dated 8/18/22 (Attachment C)

Order of Precedence. In the event of any conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents: this Contract prevails over all other documents, and Attachment A (THC’s Request for Qualifications) prevails over Attachment B (Contractor’s submitted qualifications) and Attachment C (Contractor’s submitted price proposal).

Contractor represents and warrants that it has the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this Contract.

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The THC shall designate a Project Manager for this Contract. The Project Manager will serve as the point of contact between the THC and Contractor. THC's Project Manager shall supervise THC's review of Contractor's technical work, deliverables, draft reports, the final report, payment requests, schedules, financial budget administration, and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Contract, amend the Contract in any way or waive strict performance of the terms, or conditions of the Contract.

IV. FUNDING

The Parties acknowledge and agree that nothing in this agreement will be interpreted to create a future obligation or liability in excess of the funds currently appropriated to the agency by the Legislature of the State of Texas. In the event appropriated funds are not available to continue payments for work under this Contract, the THC shall notify the Contractor as soon as reasonably possible, and THC may terminate the Contract at that time or such other date as loss of appropriated funds may require. To the extent funds are available the Contractor shall be paid for work completed prior to the date of notice of termination. The THC shall not be liable for any damages or any other amounts which are caused by or associated with such termination.

V. PERSONNEL

Contractor shall assign only qualified personnel to this Contract. On the date of THC's execution of this Contract, THC's Project Manager shall authorize the key personnel listed in Attachment A of this Contract to provide services under this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor shall provide to the THC prior written notice and obtain written approval from the THC prior to any change in key personnel involved in providing services under this Contract.

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract shall relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a Subcontractor for any or all the work required, the following conditions shall apply:

- a) Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
- b) Subcontracting shall be solely at Contractor's expense.
- c) THC retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors; and,
- d) Contractor shall be the sole contact for THC. Contractor shall list a designated point of contact for all THC inquiries.

VI. PAYMENTS

Prior to authorizing payment to Contractor, the THC shall evaluate Contractor's performance using performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to the THC for Commodities/Services provided/performed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. Subject to the foregoing, THC must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon THC's receipt of funds appropriated by the Texas Legislature.

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Travel: It is the responsibility of the Contractor to pay for expenses incurred while traveling. Travel expenses are to be included in the final cost of the Response and not to exceed GSA rate. You can find the GSA travel rates located at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Payments to Contractor. Contractor shall submit itemized monthly or by milestone invoices for all services completed, delivered to and accepted by the THC, per the Contract requirements. All invoices go to invoices@thc.texas.gov with contract number 808-23-ADM-001.

Payments to Subcontractor(s). For all services rendered, Contractor's payment to subcontractor(s) is due within ten (10) days after receipt of payment from the THC and, when appropriate, the THC shall issue joint checks to the Contractor and subcontractor(s).

VII. AMOUNT OF CONTRACT

The total amount of this contract shall not exceed **\$180,000.00 (ONE HUNDRED EIGHTY THOUSAND DOLLARS AND NO/100)** payable in accordance with the terms and conditions in the RFQ.

In the event of termination of the contract, no payment will be made for services not received prior to the date of termination.

VIII. TERM AND TERMINATION

This Contract shall commence **November 1, 2022**, upon being signed by all parties, and shall terminate on **November 1, 2027**¹, unless otherwise sooner terminated as provided in this Contract.

At the sole option of the THC, the Contract may be extended 160 days by a written amendment. Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit, right to independent audit, property rights, dispute resolution, invoice and fee verification, and default shall survive the termination or expiration dates of this Contract.

Convenience

The THC reserves the right, in its sole discretion, to terminate the Contract, in whole or part, provided fourteen (14) calendar days has been given by the THC to Contractor with written notice. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Contractor's receipt. In the event of such termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon receipt of the notice of termination. The THC shall be liable only for payments for any goods or services ordered by the Contractor prior to the Contractor's receipt of the notice of termination.

Cause/Default

¹ The Contract term in Section VIII, Term and Termination, prevails over Section 1.2, Contract Term, of the THC's Request for Qualifications, RFQ 808-22-ADM-001 (Attachment A)

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If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract, the THC may, upon written notice of default to the Contractor, terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. The THC may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the THC notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall be liable for all costs and expenses, including court costs and attorneys' fees, incurred by the THC with respect to the enforcement of any of the remedies listed herein.

Right upon Termination or Expiration

In the event that the Contract is terminated for any reason, or upon its expiration, the THC and Customers shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.

Survival of Terms

Termination of the Contract for any reason shall not release the Contractor from liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, right to audit, right to independent audit, property rights, dispute resolution, invoice and fee verification, and default.

IX. CONFIDENTIALITY AND PUBLIC INFORMATION

Notwithstanding any provisions of this Contract to the contrary, Contractor understands that THC will comply with the Texas Public Information Act, Texas Government Code Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The THC agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this Contract. Contractor will cooperate with the THC in the production of documents responsive to the request. The THC will make a determination whether to submit a request for a ruling to withhold information to the Attorney General. Contractor will notify the THC's point of contact within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Contract. This Contract, and all data and other information generated or otherwise obtained in this performance, may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format this is accessible by the public at no additional charge to the State. Copies of documents not maintained in digital format must be provided to the THC within thirty (30) days. Copies of documents maintained in digital format must be provided to the THC in .pdf format within thirty (30) days. In case of an Open Records Request, Contractor shall use all reasonable efforts to make the documents requested available to the THC within five (5) days.

X. INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within seven (7) business days of executing this agreement, provide the THC with current certificates of insurance or other proof acceptable to the THC of the following insurance coverage:

Workers' Compensation & Employers' Liability. Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits:

Workers' Compensation: Statutory Limits

Employers' Liability: Each Accident \$1,000,000

Disease: Each Employee \$1,000,000

Disease: Policy Limit \$1,000,000

Commercial General Liability. Personal injury and advertising injury with, at a minimum, the following limits:

Bodily Injury and Property Damage: Each occurrence limit \$1,000,000

Aggregate Limit: \$2,000,000

Medical Expense: \$5,000 each person

Personal Injury and Advertising Liability: \$1,000,000

Products / Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000

Contractor represents and warrants that all coverages are with companies licensed in Texas, with "A" rating from A.M. Best Co., and authorized to provide the required coverages. Contractor also represents and warrants that all of the above policies and bonds contain endorsements prohibiting cancellation exception upon at least thirty (30) days prior written notice to the THC. Contractor must, within the time provided above, furnish proof to THC of such coverage in the form of a Certificate of Insurance from Contractor's insurance carrier or carriers indicating the above coverages. The Certificate shall be addressed to the THC as the Certificate holder. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide THC with an executed copy of the policies immediately upon request.

XI. INDEMNIFICATION

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and the THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders (PO) issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL, CONTRACTOR, AND THE THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

a) Contractor shall indemnify and hold harmless the State of Texas and THC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES

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from any and all third party claims involving infringement of United States patents, copyrights, trade or service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THE THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE THC WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE THC MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

Contractor shall have no liability under this section regarding intellectual property infringement if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product or service without Contractor's written approval, (iii) any modifications made to the product or service by the Contractor pursuant to the THC's specific instructions, (iv) any intellectual property right owned by or licensed to the THC, or (v) any use of the product or service by the THC that is not in conformity with the terms of any applicable license agreement.

If Contractor becomes aware of an actual or potential claim, or the THC provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against the THC, shall), at Contractor's sole option and expense; (i) procure for the THC the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THC's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES OF THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE THC AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT OF ANOTHER GOVERNMENTAL ENTITY.

b) CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE THC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THE THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

XII. DISPUTE RESOLUTION

The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by the THC and Contractor to resolve any dispute arising under the Contract.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of Contract asserted by the Contractor under the Contract. If the Contractor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit a written notice, as required by Chapter 2260, to the Executive Director or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the THC if the Parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the THC nor any other conduct of any representative of the THC relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of Contract claims or disputes under the Contract, the THC and the Contractor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the THC and the Contractor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Contractor shall pay all costs of the mediation unless the THC, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the THC and the Contractor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that the THC and the Contractor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The THC participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the THC of (1) any rights, privileges, defenses, remedies, or immunities available to the THC as an agency of the State of Texas or otherwise available to the THC; (2) the THC termination rights; or (3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested and approved in writing by the THC, the Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Texas Government Code Chapter 2251.051, and such suspension of performance is expressly applicable and authorized under that law.

XIII. REPRESENTATIONS, WARRANTIES, AND GENERAL PROVISIONS

13.1 Family Code

Under Title 5, § 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in the Response is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any

Contractor subject to § 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award.

13.2 Eligibility

Under Texas Government Code § 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Contract and acknowledges that is Contract may be terminated any payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. Also, Texas Government Code § 2155.004 prohibits a person or entity from receiving a state Contract if that person or entity received compensation for participating in preparing the Solicitation or specifications for the Contract.

13.3 Liability for Taxes

Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales, or excise taxes of Contractor or its employees. The THC shall not be liable for any taxes from this Contract.

13.4 Equal Employment Opportunity Practices

In accordance with the Texas Government Code §§ 2161.181–182, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUB) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules at Title 34, § 20.284 of the Texas Administrative Code, encourage the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the THC projected goals:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

Each state agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of the THC to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code Chapter 2161, and the Texas Comptroller of Public Accounts (CPA) HUB Rules, Title 34, § 20.284 of the Texas Administrative Code.

The THC identifies HUB vendors from the CPA Centralized Master Bidders List (CMBL). This is a list of vendors that may perform the subcontract opportunities. The class code is 946-20. This list is located at:

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>.

The HUB coordinator contact information is Tomasz Gozdalski at (512) 473-7748 or tomasz.gozdalski@THC.Texas.gov.

13.5 Amendments

Except as provided in Section 13.13 of this Contract, this Contract may be amended only upon written agreement between the THC and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

13.6 Applicable Law; Venue

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

13.7 Strict Compliance

Time is of the essence in the performance of this Contract. Contractor shall strictly comply with all the deadlines, requirements, and Standards of Performance for this Contract.

13.8 Assignments

Without the prior written consent of the THC, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

13.9 Partially Completed Work

No later than the first calendar day after the termination of this Contract, or at THC's request, Contractor shall deliver to the THC all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the THC.

13.10 Federal, State, and Local Requirements

Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, § 1706, amending § 530 of the Revenue Act of 1978, dealing with issuance of Form W-2s to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.

13.11 Nondiscrimination

The THC shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Chapter I, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).

The THC, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment.

In all Solicitations either by competitive bidding or negotiation made by the THC for work to be performed under a Contract, including procurement of materials and leases of equipment, but not including routine purchase orders, each potential Contractor or supplier shall be notified by the THC of the THC's obligations under this agreement and the Regulations.

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The THC shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Funding Agency is in the exclusive possession of another who fails or refuses to furnish this information, the THC shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the THC has made to obtain the requested information.

In the event of the THC's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.

13.12 Severability Clause

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

13.13 Applicable Law and Conforming Amendments

Contractor must comply with all laws, regulations, requirements, and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of this Contract. The THC reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the THC or Contractor's compliance with all applicable State and federal laws and regulations.

13.14 No Waiver

Nothing in this Contract shall be construed as a waiver of the state's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The THC does not waive any privileges, rights, defenses, or immunities available to the THC by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

13.15 No Liability upon Termination

If this Contract is terminated for any reason, the THC and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Texas Government Code Chapter 2260.

13.16 Independent Contractor

Contractor or Contractor's employees, representatives, agents, and any subcontractors shall serve as an independent contractor in providing the services under any PO resulting from this Solicitation. Contractor or Contractor's employees, representatives, agents, and any subcontractors shall not be employees of the THC. Should Contractor subcontract any of the services required in this Solicitation, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the THC is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Solicitation.

13.17 Limitation on Authority; No Other Obligations

Contractor shall have no authority to act for or on behalf of the THC or the State of Texas except as expressly provided for in this Contract; no other authority, power, or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or THC.

13.18 Supporting Documents, Retention; Right to Audit; Independent Audits

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in paragraph 13.30 of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by the THC and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with the Section shall constitute a material breach of this Contract and shall authorize the THC and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code § 2262.154, the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller, or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

13.19 Deceptive Trade Practices; Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not be found to be liable for such practices in such proceedings.

13.20 Equal Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, ethnicity, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, ethnicity, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

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Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor will, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to § 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

13.21 Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

13.22 No Conflicts

Contractor represents and warrants that the Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.

13.23 Financial Interests; Gifts

Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from the THC or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant or employee in connection with this Contract.

13.24 Felony Criminal Convictions

Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such conviction has occurred, Contractor has fully advised the THC as to the facts and circumstances surrounding the conviction.

13.25 Notices

Any written notices required under this Contract will be either by hand delivery to Contractor's office address specified on Page 1 of this Contract or by U.S. Mail, certified, return receipt requested, to THC, PO Box 12276, Austin, TX 78711-2276. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

13.26 False Statements; Breach of Representation

By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications, and affirmations included in this Contract. If Contractor signed its Proposal with a false statement, signs this Contract with a false statement, or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in this Contract, Contractor shall be in default under this Contract, and the THC may terminate or void this Contract for cause and pursue other remedies available to the THC under this Contract and applicable law.

13.27 Force Majeure

Neither Contractor nor the THC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this Solicitation 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 three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

13.28 Debts or Delinquencies to State

The Comptroller is prohibiting from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the state. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under the Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

13.29 Buy Texas

In accordance with the Texas Government Code § 2155.4441, the State of Texas requires that during the performance of a Contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

13.30 Work Made for Hire

For the purposes of this Contract, the term “Work” is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property, or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of the THC. All right, title and interest in and to said property shall vest in the THC upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in the THC, or such work may not be considered a work made for hire, all rights, title, and interest therein are hereby irrevocably assigned to the THC. The THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contract must give the THC and/or the State of Texas, as well as any person designated by the THC and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.

All materials and content produced as a result of this contract and the related services provided will become the property of the THC.

13.31 Electronic and Information Resources Accessibility Standards (Applicable to State Agency and Institution of Higher Education Purchases Only)

- 1). Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in Response to a procurement Solicitation.
- 2). Vendor shall provide Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under § 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>). Vendors 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/>.

13.32 Abandonment or Default

If Contractor is found to be in default under any provision of this Contract, the THC may cancel the Contract without notice and either re-solicit or award the Contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to the THC including but not limited to re-procurement cards, and any consequential damages to the State of Texas or the THC resulting from Contractor’s non-performance. The defaulting Contractor will not be considered in the re-Solicitation and may not be considered in future Solicitations for the same type of work, unless the specification or scope of work is significantly changed.

13.33 Prohibited Use of Appropriate or other Funds under Control of State Agency; Lobbying

The Contractor represents and warrants that ordering entities’ payments to the Contractor, and Contractor’s receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

13.34 Certification Concerning Hurricane Relief

Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from awarding a Contract to any person who, 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 Texas Government Code § 418.004, occurring after September 24, 2005. Under Texas Government Code § 2155.006, the Contractor certifies that the individual or business entity named in its Proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

13.35 U.S. Department of Homeland Security's E-Verify System

By entering into this Contract, the Contractor certifies and ensures that all employees and other persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract are eligible to work in the United States of America. The Contractor should utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of its employees and those of its subcontractors to work in the United States of America

13.36 Immigration

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Act of 1990, Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), and Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

13.37 Drug-Free Workplace

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

13.38 Security Policy

Successful Contractor shall provide notice to (Agency) Project Manager and (Agency) Security Officer within twenty-four (24) hours of Successful Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of materials ("Security Incident"). Within twenty-four (24) hours of the notification of a Security Incident, Successful Contractor shall provide a written report to (Agency) Security Officer detailing the circumstances of the incident, which includes at a minimum, if available:

- 1) A description of the nature of the Security Incident.
- 2) The type of theft or damage involved.
- 3) Who may have caused the theft or damage.
- 4) What steps Successful Contractor has taken or will take to investigate the Security Incident.
- 5) What steps Successful Contractor has taken or will take to mitigate any negative effect of the Security Incident; and,
- 6) A point of contact for additional information.

Each day thereafter until the investigation is complete, Successful Contractor shall provide (Agency) Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

TEXAS HISTORICAL COMMISSION
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- 1) Who is known or suspected to have gained unauthorized access to the site.
- 2) Whether there is any knowledge the site has been abused or compromised.
- 3) What additional steps Successful Contractor has taken or will take to investigate the Security Incident.
- 4) What steps Successful Contractor has taken or will take to mitigate any negative effect of the Security Incident; and,
- 5) What corrective action Successful Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

Successful Contractor shall confer with (Agency) Security Officer regarding the proper course of the investigation and risk mitigation. (Agency) reserves the right to conduct an independent investigation of any Security Incident, and should (Agency) choose to do so, Successful Contractor shall cooperate fully by making resources, personnel, and systems access available to (Agency) and (Agency) authorized representative(s). If (Agency), in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to (Agency) by Successful Contractor. If Successful Contractor does not reimburse such costs within thirty (30) days of (Agency) written request, then Agency shall have the right to collect such costs.

13.39 Substitutions

Substitutions are not permitted without written approval of the THC.

13.40 Public Disclosure

No public disclosures or news releases pertaining to this Contract shall be made without prior written approval of the THC.

13.41 Testing and Inspection

The THC may test and inspect goods and services purchased under the Contract to ensure compliance with the specifications of this Solicitation and the Contract. The THC may also test and inspect goods and services before they are purchased under the Contract. Authorized THC personnel shall have access to the Contractor's place of business for the purpose of inspecting the goods. To the extent practical, the THC inspections will not disrupt the Contractor's daily operations. Tests shall be performed on samples submitted with the Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Contractor. In the event the goods tested fail to meet or exceed all conditions and requirements of the Solicitation and Contract, the goods will be rejected in whole or in part, at the State's option, and returned to the Contractor or held for disposition at the Contractor's expense. Latent defects may result in cancellation of the Contract at no expense to the state.

If material fails to meet specifications, the Contractor will be notified by fax/mail or e-mail. The Contractor will have ten (10) working days after receipt of the notification to remove the rejected material from state property. Material will be removed at the Contractor's expense. Material not removed in the allotted time period will be disposed by the Customer. The Contractor will be charged for all disposable expenses conducted by the Customers.

13.42 Contracts Involving Exchange or Creation of Public Information

Contractor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Copies of documents not maintained in digital format must be provided to the THC within thirty (30) days. Copies of documents maintained in digital format must be provided to the THC in .pdf format within thirty (30) days. In case of an Open Records Request, the THC may request that documents be made available to the Commission within 5 days.

13.43 Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

13.44 Disaster Recovery Plan

In accordance with Title 13, § 6.94(a)(9) of the Texas Administrative Code, upon request by the THC, Contractor shall provide the descriptions of its business continuity and disaster recovery plans.

13.45 Foreign Terrorist Organization

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or other foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

13.46 Disclosure of Prior State Employment

In accordance with Texas Government Code § 2254.033, relating to consulting services, the Contractor certifies that it does not employ an individual who has been employed by the THC or another agency at any time during the two years preceding the submission of the Response, or, in the alternative, the Contractor has disclosed in a Response to THC or any other agency, (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of his/her termination.

13.47 Excess Obligations Prohibited

The contract is subject to termination or cancellation, without penalty to the THC, either in whole or in part, subject to the availability of state funds.

13.48 Certificate of Interested Parties

Pursuant to Texas Government Code § 2252.908, a state agency may not enter into certain Contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295 Certificate of Interested Parties ("Form 1295")) to the state agency at the time of contracting. To complete Form 1295, a business entity will visit the Texas Ethics Commission's website and access the Form 1295 Certificate of Interested Parties Electronic Filing Application. An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. Form 1295, bearing the unique certification of filing number, must be filed with the THC. Form 1295 is not required at the time of submission of the Solicitation Response; the THC shall request the form concurrent with issuance of a notice of Contract award. Additional information about Form 1295, including frequently asked questions and instructional videos for business entities, may be found on the Texas Ethics Commission's website:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

13.49 Excluded Parties

Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

13.50 Executive Head of a State Agency Affirmation

Under Texas Government Code § 669.003, Contractor certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. Contractor must provide the following information in the Contract.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Contractor: _____

Date of Employment with Contractor: _____

13.51 Former Agency Employees

Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the Owner during the twelve (12) month period immediately prior to the date of execution of the Contract.

13.52 Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

13.53 Americans With Disabilities Act

Contractor represents and warrants its compliance with the requirements of the American with Disabilities Act and its implementing regulations, as each may be amended.

13.54 Binding Effect

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each party and their respective permitted successors, assigns, transferees, and delegates.

13.55 Change in Law and Compliance with Laws

Notwithstanding any other provision in this Contract, any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designated by such law or regulation.

13.56 Damage to Government Property

Contractor shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. Contractor shall notify Owner in writing of any such damage within one (1) calendar day. Contractor is responsible for the removal of all debris resulting from work performed under the Contract.

13.57 Discounts

If Contractor at any time during the term of the Contract provides a discount on the final Contract costs, Contractor will notify Owner in writing ten (10) calendar days prior to effective date of discount. Owner will generate a Purchase Order Change Notice (POCN) and send a revised PO to Contractor.

13.58 Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

13.59 License Grant

To the extent applicable, Contractor hereby grants to Owner a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Contractor; and (b) to sublicense any or all such rights to third parties.

13.60 Media Releases

Contractor shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which the Contract relates without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

13.61 No Implied Waiver

The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the Contract shall not be construed as a waiver or a relinquishment thereof for the future.

13.62 Permits, Certifications, and Licenses

Contractor represents and warrants that it has determined what licenses, certifications, and permits are required under the Contract and has acquired all applicable licenses, certifications, and permits.

13.63 Refund

Contractor will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the Contract.

13.64 Restricted Employment for Certain State Personnel

Pursuant to Texas Government Code, § 572.069, Contractor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or Contract negotiations for Owner involving Contractor within two (2) years after the date that the Contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

13.65 Trademark Ownership

Contractor hereby acknowledges and agrees that Owner's trademarks remain the exclusive property of Owner, that all right, title and interest in and to the trademarks is exclusively held by Owner, and all goodwill associated with such trademarks inures solely to Owner.

13.66 Use of State Property

Contractor is prohibited from using State Property for any purpose other than performing services authorized under the Contract. State Property includes, but is not limited to, Owner's office space, identification badges, Owner information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Owner-issued software, and the Owner Virtual Private Network (VPN client)), and any other resources of Owner. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access Owner's network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by Owner that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Contractor's use of State Property that exceeds the Contract scope. Contractor shall fully reimburse such charges to Owner within ten (10) calendar days of Contractor's receipt of Owner's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of Contract and may result in termination of the Contract and the pursuit of other remedies available to Owner under Contract, at law, or in equity.

13.67. No Boycott of Israel

Pursuant to § 2271.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract. Contractor shall state any facts that make it exempt from the boycott certification in its Response.

13.68. Does not Discriminate Against Firearm and Ammunition Industries.

If Contractor is required to make a written verification related to firearm entities or firearm trade associations pursuant to § 2274.002 of the Texas Government Code, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that Contractor will not discriminate during the term of the contract against a firearm entity or firearm trade association.

13.69. Does not Discriminate Against Energy Companies.

If Contractor is required to make a written verification related to energy companies pursuant to § 2274.002 of the Texas Government Code, Contractor verifies that it does not boycott energy companies, and that Contractor will not boycott energy companies during the term of the contract.

13.70 Cybersecurity Training.

Contractor represents and warrants that it will comply with the requirements of § 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

13.71 Contracting Information Responsibilities.

In accordance with § 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Agency for the duration of the contract, (2) promptly provide to the Agency any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Agency, and (3) on termination or expiration of the contract, either provide at no cost to the Agency all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Agency. Except as provided by § 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

13.72 COVID-19 Vaccine Passport Prohibition.

Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

13.73 Critical Infrastructure Affirmation.

Pursuant to Government Code § 2274.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities

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of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code § 2274.0103, or (2) headquartered in any of those countries.

13.74 Data Management and Security Controls.

In accordance with § 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the THC as evidence of Contractor’s compliance with the required controls.

13.75 Human Trafficking Prohibition.

Under § 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

XIII. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties.

XIV. AMENDMENTS

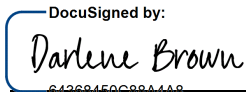
This Contract contains the entire agreement between Contractor and the THC and supersedes any prior understanding or oral or written agreements between the THC and Contractor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this Contract and any attachments shall be valid unless in writing and executed by the THC and Contractor.

Texas Historical Commission

Contractor

DocuSigned by:

A2A0711769D2462...
Mark Wolfe
Executive Director


DocuSigned by:

64368450688A4A8...
Darlene Brown,
McConnell & Jones LLP-Partner

10/10/2022

Date


10/10/2022

Date

^{DS}

Jada Louhela,
HR Director

^{DS}

Daniel Estrada,
CFO

^{DS}

Amy Rubin (Comeaux),
Deputy Executive Director of Admin

**Financial Operations Advisory
Proposal
December 20, 2023**

Financial Operations Advisory

Part 1: Budgeting

Problem Statement	THC has experienced high turnover in their Financial department. They are concerned that gaps may exist in their processes, controls, appropriate usage of tools, and compliance with state regulations.
Project Objective(s)	<ul style="list-style-type: none"> • Review the Budgeting process for potential gaps in processes and controls and provide recommendations to resolve gaps identified. • Assess the Finance Department’s organization structure, roles and responsibilities , segregation of duties, and span of control. • Review excel spreadsheets to determine what should be completed in CAPPs. • Assess reconciliations for accuracy and timeliness and provide feedback on how to improve procedures where needed. • Review compliance with THC policies and state regulations. • Conduct data analytics to determine additional opportunities for improvement. • Develop “current state ” and “future state” process maps for Budgeting. • Identify opportunities for efficiencies and effectiveness.
Scope	<ul style="list-style-type: none"> • Budgeting activities.
Focus Areas	<ol style="list-style-type: none"> 1. Financial reconciliations. 2. Processes and controls. 3. CAPPs Usage. 4. Finance Department roles and responsibilities. 5. Compliance with policies and regulations.
Project Timeline	<ul style="list-style-type: none"> • Project Start Date: January 15, 2024. • Project End Date: March 31, 2024.

Financial Operations Advisory

Part 1: Budgeting

Problem Statement	THC has experienced high turnover in their Financial department. They are concerned that gaps may exist in their processes, controls, appropriate usage of tools, and compliance with state regulations.
Planned Outcomes	<ul style="list-style-type: none"> • Account reconciliations and reporting with higher level of accuracy. • Roles and responsibilities to address segregation of duties and span of control issues as well as increased efficiencies. • Process mapping to provide a visual of key processes. • Improved compliance.
Deliverables	<ul style="list-style-type: none"> • Weekly status report. • Reconciliation of financial accounts. • Process maps. • Prioritized plan to implement recommendations. • Final report and debrief.

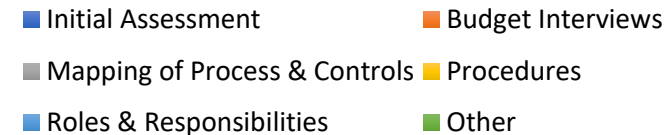
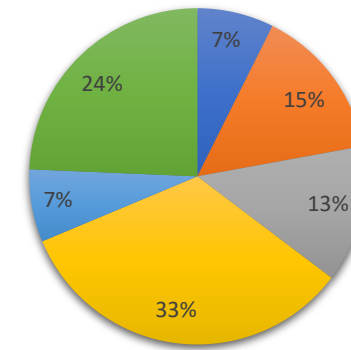
Financial Operations Advisory

Part 1: Budgeting

Estimated Time Allocation and Fees

Audit Process	Includes
Planning	<ul style="list-style-type: none"> Scoping Meeting Kickoff Meeting Create initial advisory documents
Budget Interviews	<ul style="list-style-type: none"> Interviews with Executive team. Interview of Financial / Budget team members. Walk throughs of processes at a high level.
Mapping of Process & Controls	<ul style="list-style-type: none"> Review budget processes. Map current ("As Is") processes. Map future ("To Be") processes.
Procedures	<ul style="list-style-type: none"> Review account reconciliations. Assess required and management reporting. Review of excel spreadsheets. Assess compliance with state regulations and requirements. Review usage of CAPPs. Data Analytics.
Roles & Responsibilities	<ul style="list-style-type: none"> Organization structure Segregation of duties Span of control
Other	Communications / Meetings / Misc.

Financial Operations Processes Advisory Time Allocation



Total Estimated Hours: 258

Total Estimated Fees: \$35,749

Problem Statement	THC has experience high turnover in their Financial department. They are concerned that gaps may exist in their processes, controls, appropriate usage of tools, and compliance with state regulations.
Objective(s)	<ul style="list-style-type: none"> • Review the Procurement, Accounts Payable (AP), Auxiliary Fund, Trust Management and Reporting, and Appropriation Flow Throughs processes for potential gaps in processes and controls and provide recommendations to resolve gaps identified. • Assess organization structure, roles and responsibilities , segregation of duties, and span of control. • Review excel spreadsheet to determine what should be completed in CAPPs. • Review compliance with policies and regulations. • Review Job Aids for accuracy. • Conduct data analytics to determine additional opportunities for improvement. • Identify opportunities for efficiencies and effectiveness. • Develop “current state ” and “future state” process maps for areas reviewed.
Scope	<ul style="list-style-type: none"> • Procurement • Accounts Payable • Auxiliary Fund • Appropriation Flow Throughs • Trust Fund Management and Reporting
Focus Areas	<ol style="list-style-type: none"> 1. Processes and controls. 2. CAPPs usage. 3. Organization structure including roles and responsibilities. 4. Compliance with policies and regulations.
Project Timeline	<ul style="list-style-type: none"> • Project Start Date: April 3, 2024. • Project End Date: June 30, 2024.

Financial Operations Advisory

Part 2: Procurement, AP, Auxiliary Fund, Trust Fund, & Appropriation Flows

Problem Statement	<p>THC has experience high turnover in their Financial department. They are concerned that gaps may exist in their processes, controls, appropriate usage of tools, and compliance with state regulations.</p>
Planned Outcomes	<ul style="list-style-type: none"> Roles and responsibilities to address segregation of duties and span of control issues. Process mapping to provide a visual of key processes. Process and procedures outlined. Improved compliance.
Deliverables	<ul style="list-style-type: none"> Weekly status report. Process maps. Prioritized plan to implement recommendations. Final report and debrief.

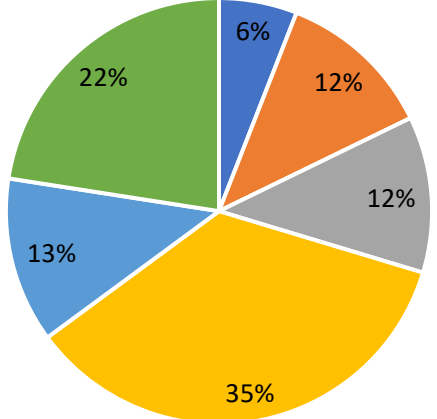
Financial Operations Advisory

Part 2: Procurement, AP, Auxiliary Fund, Trust Fund, & Appropriation Flows

Estimated Time Allocation and Fees

Audit Process	Includes
Planning	<ul style="list-style-type: none"> • Scoping Meeting • Kickoff Meeting • Create Initial Advisory Documents
Interviews	<ul style="list-style-type: none"> • Interview of Executive Team. • Interview of Related team members. • Walk throughs of processes at a high level.
Mapping of Process & Controls	<ul style="list-style-type: none"> • Review processes. • Map current (“As Is”) processes. • Map Future (“To Be”) processes.
Procedures	<ul style="list-style-type: none"> • Assess Auxiliary Fund processes and controls. • Assess Appropriation Flow throughs processes and controls. • Assess Trust Fund Management and Reporting. • Assess management and required reporting. • Review of excel spreadsheets. • Assess compliance with state regulations. • Review usage of CAPPS. • Review Job Aids. • Data Analytics.
Roles & Responsibilities	<ul style="list-style-type: none"> • Organization structure. • Segregation of duties. • Span of control. • Transitioning for upcoming retirement.
Other	Communications / Meetings / Misc.

Financial Operations Advisory Part 2 Time Allocation



- Initial Assessment
- Interviews
- Mapping of Process & Controls
- Procedures
- Roles & Responsibilities
- Other

Total Estimated Hours: 287
Total Estimated Fees: \$39,545

Financial Operations Advisory

Proposed MJ Team Members

Team Information	Qualifications and Experience
<p>Darlene Brown, CIA, CFE, CSM <i>Partner, Risk Advisory Services</i></p> <p>Education:</p> <ul style="list-style-type: none"> •MBA, Concentration in International Business, Audencia School of Business in Aix-en-Provence France •BBA, Accounting, University of Texas, Magna Cum Laude <p>Certifications:</p> <ul style="list-style-type: none"> •Certified Internal Auditor •Certified Fraud Examiner •Certified Scrum Master 	<ul style="list-style-type: none"> •Over 20 years of experience leading internal audits, operational performance reviews, and business process reviews. •Partner for our risk advisory and internal audit engagements. •Leads internal control audit and reviews engagements. •Expertise in developing risk assessments and audit plans. •Proven expertise in business risks and management controls. •Information technology experience includes assessing security, reviewing governance, assisting with ERP system implementation and upgrades.
<p>Liz Meyers, CPA, CFE, CSM <i>Director, Information Technology Consulting</i></p> <p>Education:</p> <ul style="list-style-type: none"> •MBA, University of Houston •BBA, Accounting, Texas A&M University <p>Certifications:</p> <ul style="list-style-type: none"> •Certified Public Accountant, State of Texas •Certified Fraud Examiner •Certified Scrum Master 	<ul style="list-style-type: none"> •30+ years of business experience including Sr. Director of IT Client Services and Chief Audit Executive for a Fortune 100 company. Accomplished executive with broad information systems and financial background. •Expertise in IT governance, SDLC, data management, system implementations and contingency review and planning. •Extensive collaboration with all areas of IT including applications development, infrastructure, database management, testing services, master files, project management, process improvements, system documentation, and user training. •Consulted with organizations to understand their IT blind spots and how to identify risks, root causes, and develop implementable solutions. •Exceptional ability to identify risks to business objectives, gaps in control processes, as well as implementable solutions to manage risks to acceptable levels.

Financial Operations Advisory

Proposed MJ Team Members

Team Information	Qualifications and Experience
<p>Teri Incremona, CFE, FLMI <i>Sr. Internal Auditor</i> Education:</p> <ul style="list-style-type: none"> •MS, Accounting , St. Edward’s University •BA, Art History, Ohio State University •AA, Human Resource Management, Community College of the Air Force <p>Certifications:</p> <ul style="list-style-type: none"> •Certified Fraud Examiner •Fellow Life Management Institute (FLMI) 	<ul style="list-style-type: none"> • More than six (6) years of progressive risk-based audit experience. • Participated in the Aflac Unapplied Premium project. • Identified risks in operational processes and recommended controls to reduce the impact of these risks to organization. • Identified control gaps in procedures, processes and systems through in-depth research and analysis. • Performed data analysis to identify trends and potential compliance risks. • Prior to joining MJ, Teri was an internal auditor for a Texas state agency and a life insurance company. • Spent over 20 years in the Air National Guard. She is a great communicator with strong interpersonal skills.
<p>Paola Gamino <i>Sr. Internal Auditor</i> Education:</p> <ul style="list-style-type: none"> •BA, Accounting, University of Texas <p>Certifications:</p> <ul style="list-style-type: none"> •Certified Internal Auditor (CIA) •Certified Information Systems Auditor 	<ul style="list-style-type: none"> • More than five (5) years of progressive risk-based audit experience. • Identified risks in operational processes and recommended controls to reduce the impact of these risks to organization. • Identified control gaps in procedures, processes and systems through in-depth research and analysis. • Developed recommendations to address areas of concern and enhance internal controls and overall efficiencies. • Performed data analysis to identify trends and potential compliance risks.
<p>Gabby Vah <i>Staff Auditor</i> Education:</p> <ul style="list-style-type: none"> •MS, Business, Texas A&M University •BA, Animal Science, Texas A&M University 	<ul style="list-style-type: none"> • A recent Texas A&M graduate with a MS in business. • Since joining MJ, has participated in performing regulatory requirements research, conducting internal audits, and performing data analysis. • Conducted in-depth compliance audit for a state agency. Identified control gaps in procedures, processes and systems through in-depth research and analysis. • Led process automation initiative for a small business owner.

Let us put our Expertise and Diverse Thinking **TO WORK FOR YOU**



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TEXAS HISTORICAL COMMISSION

Item 6.7B
Texas Historical Commission
Quarterly Meeting
January 30-31, 2024

Consider approval of contract amendment with Design and Production Incorporated for the Star of the Republic Museum at Washington-on-the Brazos State Historic Site

Background

Government Code §2155.088 requires the governing board of a state agency to approve by a vote in an open meeting any material change to a contract for goods or services, regardless of the dollar amount of the contract. The government code defines a material change as an extension of the completion date of a contract for six or more months or a change in the amount of the contract by at least ten percent. This section of the government code applies to contracts executed on or after June 14, 2013.

The original contract was executed on October 2, 2020, for \$7,600,000. Subsequently, amendments were approved on August 23, 2021, February 18, 2022, and October 3, 2022, for \$400,000, \$3,000,000, and \$32,022,000, respectively.

This agreement's initial term ends on October 2, 2024. The THC holds the exclusive option to extend the agreement beyond this initial period for up to one (1) year from the current end date by written amendment.

Amendment 4 proposes to extend the contract end date for one final year, concluding on October 2, 2025, to include additional funding for \$8,565,000.

The additional funding will be utilized to complete the comprehensive museum design, exhibit, interpretive panel, element design, fabrication, and installation for the Star of the Republic Museum, as well as necessary repairs and improvements to the museum's HVAC system.

Vendor/Contract Number	Date Executed	Contract Amount	Proposed Amendment
Design and Production Incorporated Contract 808-20-R201162	Original Contract Execution date: 10/2/2020	Original contract amount: \$7,600,000 Current contract amount: \$43,022,000 Amendment 4 proposes to add additional funding for \$8,565,500	Amendment 4 will extend the contract end date for one final year, concluding on October 2, 2025, and include additional funding for \$8,565,500. The contract amount will not exceed \$51,587,500.

Recommended motion (Committee): Move that the committee send forward to the Commission and recommend approving Amendment 4 of Contract 808-20-R201162 with Design and Production Incorporated to add additional funding for \$8,565,500 and to extend the contract end date to October 2, 2025. This represents a not-to-exceed contract amount of \$51,587,500.

Recommended motion (Commission): Move to approve Amendment 4 to contract 808-20-R201162 with Design and Production Incorporated to increase the contract amount by \$8,565,500 and extend the contract end date to October 2, 2025.

Digital Engagement Quarterly Report—Q4 2023

Executive Summary

- **Total Social Media Followers:** 400,637 (1% increase)
- **Total e-Newsletter Subscribers:** 363,348 (2.67% increase)
- **Total Impressions on Social Media:** 13,629,945
- **Total Engagements (likes, comments, shares, etc.):** 254,638

Total Impressions, Including State Historic Sites

- **Facebook:** 7,948,662
- **Instagram:** 245,378
- **LinkedIn:** 19,741
- **YouTube:** 5,416,164

Engagement Rate by Platform, Agency Accounts

- **Facebook:** 2.7%; **Instagram:** 8.4%; **LinkedIn:** 7.1%; **YouTube:** 4.2%

Online Video

- **Total Video Views in Q4**
 - YouTube: 336,253
- **Top Videos (by number of views in Q4)**
 - [Speaking Texas German](#): 221,069 (8.1 million total views)
 - [1836 Goliad Massacre](#): 14,389 (61,671 total views)
 - [San Jacinto: A Lone Star Shines](#): 7,117 (715,098 total views)

e-Newsletters

- **Total Subscribers:** 363,348 (2.67% increase)
- **Top Email Topic Subscriptions**
 - THC State Historic Sites Updates and Promotions: 324,355
 - THC e-Newsletter: 137,358
 - Heritage Traveler e-Newsletter: 40,475
- **Total Unique Email Opens:** 905,071 (23.3%)
- **Overall Engagement Rate:** 48.7%
- **Unique Link Clicks:** 67,223 (1.7%)
 - [Real Places 2024](#): 1,637 total clicks
 - [2023 Holiday Gift Guide](#): 1,124 total clicks
 - [German-Texan Holiday Traditions](#): 1,106 total clicks

Agency Blog

- **Total Blog Views in Q4:** 36,983 (7% increase from Q3)
- **Top Blog Posts:**
 - [7 Best Historic Winter Weekend Getaway Destinations](#): 21,342 views
 - [2023 Holiday Gift Guide: Shop Texas History at Texas Historical Commission State Historic Sites](#): 1,569 views
 - [Flags of the Texas Revolution](#): 1,506 views

TEXAS HISTORICAL COMMISSION

Texas Archeology Month Fair October 15, 2023 | Promotion Analysis

Executive Summary

As part of Texas Archeology Month, the Texas Archeology Fair was hosted at the French Legation and featured hands-on activities for kids and adults, demonstrations from archaeologists, and exhibits.

Goals

- Increase visitation to the Texas Archeology Fair and interest in the field of archeology
- Raise awareness of Texas Archeology Month and French Legation State Historic Site
- Encourage future travel in support of state historic sites

Promotional Channels

- **Social Media**
 - o The THC promoted the event via posts across Facebook (including a Facebook event), Instagram, Twitter, and LinkedIn.
- **Email Marketing**
 - o Marketing emails were sent to the state historic sites marketing list and the THC newsletter list to promote the events.
- **Press Release**
 - o A press release was sent to statewide media.
- **Website**
 - o An event banner was created for the THC homepage and a free registration page was created on Eventbrite.
- **Print Flyer**
 - o A print flyer was developed for display at participating organizations. Flyer was distributed to education partners including AISD, Dripping Springs ISD, UT Austin, and more.
- **Paid Advertising**
 - o The fair was advertised in Print and online in the Austin Chronicle

Results

- **Attendance:**
 - o **Over 350 attendees went to the 2023 fair, which was a 438% increase from the previous year (65 attendees)**
- **Social Media:**
 - o Event was promoted in four social media posts on Facebook and Instagram:
 - Total impressions: 21,500
 - Total engagements: 450
- **Email:**
 - o October promotional email: 319,198 subscribers; 21% open rate (63,712 unique opens); 3% click rate (8,064 unique clicks); 374 unique clicks were to the event landing page
- **Website:**
 - o The Eventbrite registration page gathered 337 free event registrations

Texas Historical Commission

Key Metrics

Summary of key metrics indicating account performance, growth, and engagement.

70.6K Change in Subscribers [more details](#)
Net change in subscribers to your account

117K Change in Subscriptions [more details](#)
Net change in subscriptions to your topics

2.0 Subscriptions Per Subscriber [more details](#)
Average number of topic subscriptions that each subscriber has as of 12/2023

47.9% Engagement Rate [more details](#)
Percentage of recipients who opened or clicked on a link in a bulletin in 90 days prior to 12/2023

5.66M Impressions
Total number of bulletin opens and link clicks

111.1% Network Impact [more details](#)
Percentage growth in subscribers as a result of using the GovDelivery Network

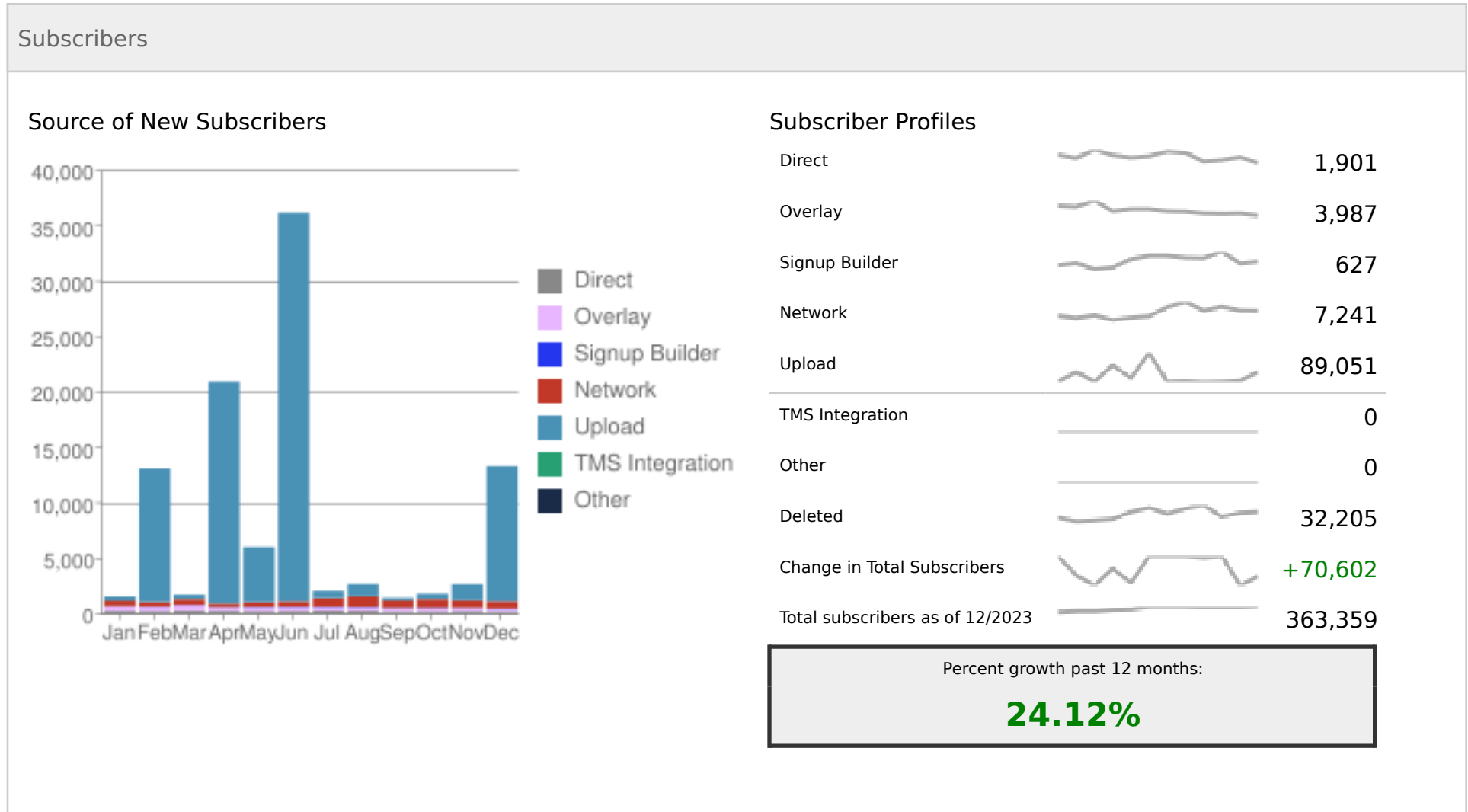
Total Subscribers



Texas Historical Commission

Effectiveness

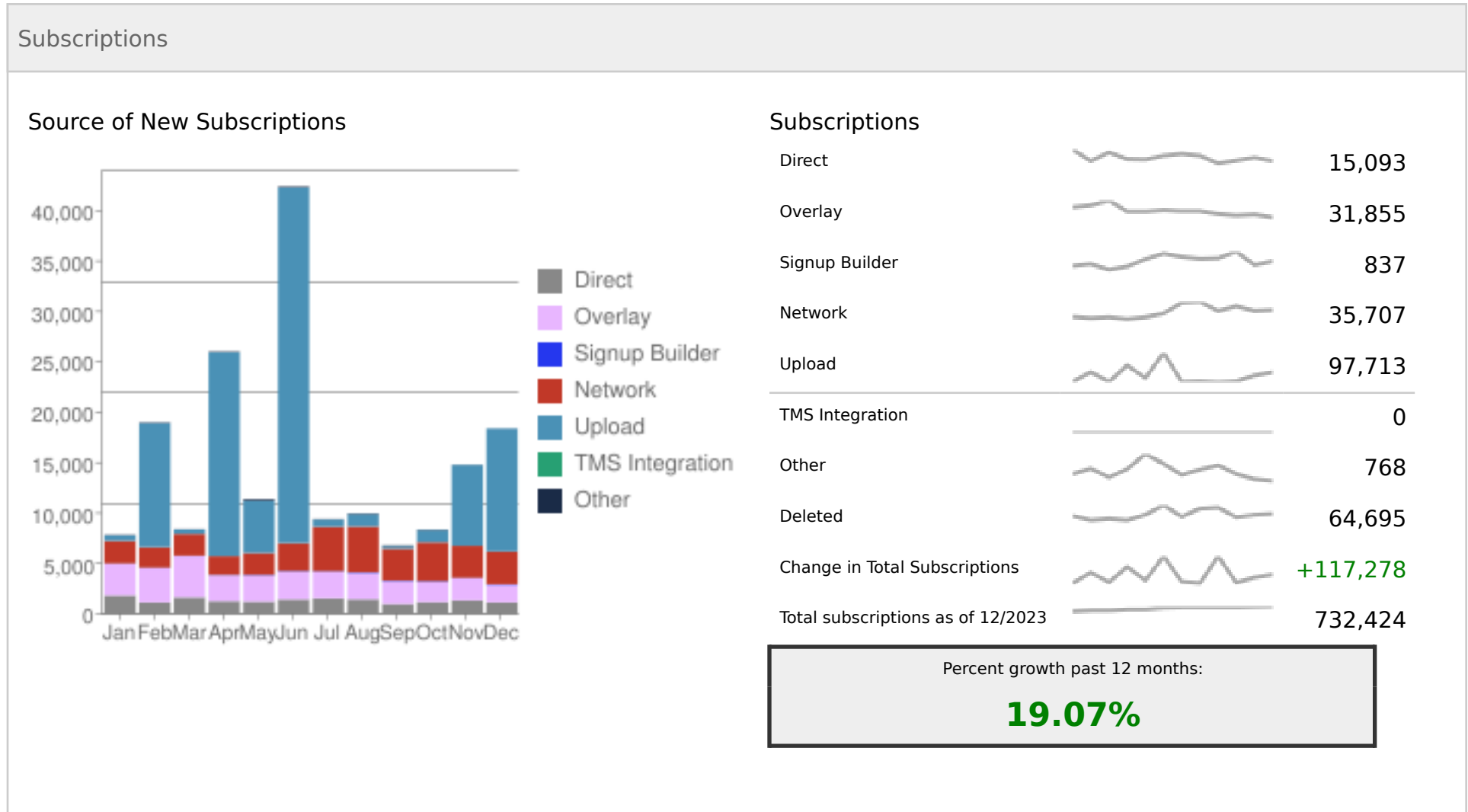
See how your organization is increasing reach and which sources are bringing in the most subscribers.



Texas Historical Commission

Effectiveness

See how your organization is increasing reach and which sources are bringing in the most subscribers.



Texas Historical Commission

Effectiveness

See how your organization is increasing reach and which sources are bringing in the most subscribers.

Network impact

New Network Subscribers as Percentage of Direct

Month	Percentage
Jan	82
Feb	75
Mar	72
Apr	71
May	81
Jun	86
Jul	136
Aug	175
Sep	149
Oct	168
Nov	145
Dec	165

Top Contributors to Your Account

Agency	Subscribers to Your Account	Current
Office of the Governor Texas	2,106	✓
Teacher Retirement System of Texas	1,009	✓
Texas Department of Family and Protective Services	336	✓
Texas Real Estate Commission	259	✓
Texas Health and Human Services Commission	258	✓
Nueces County, Texas	246	✓
City of Fort Worth, Texas	244	✓
Texas Education Agency	218	✓
Texas Department of Transportation	216	✓
Texas Workforce Commission	207	✓

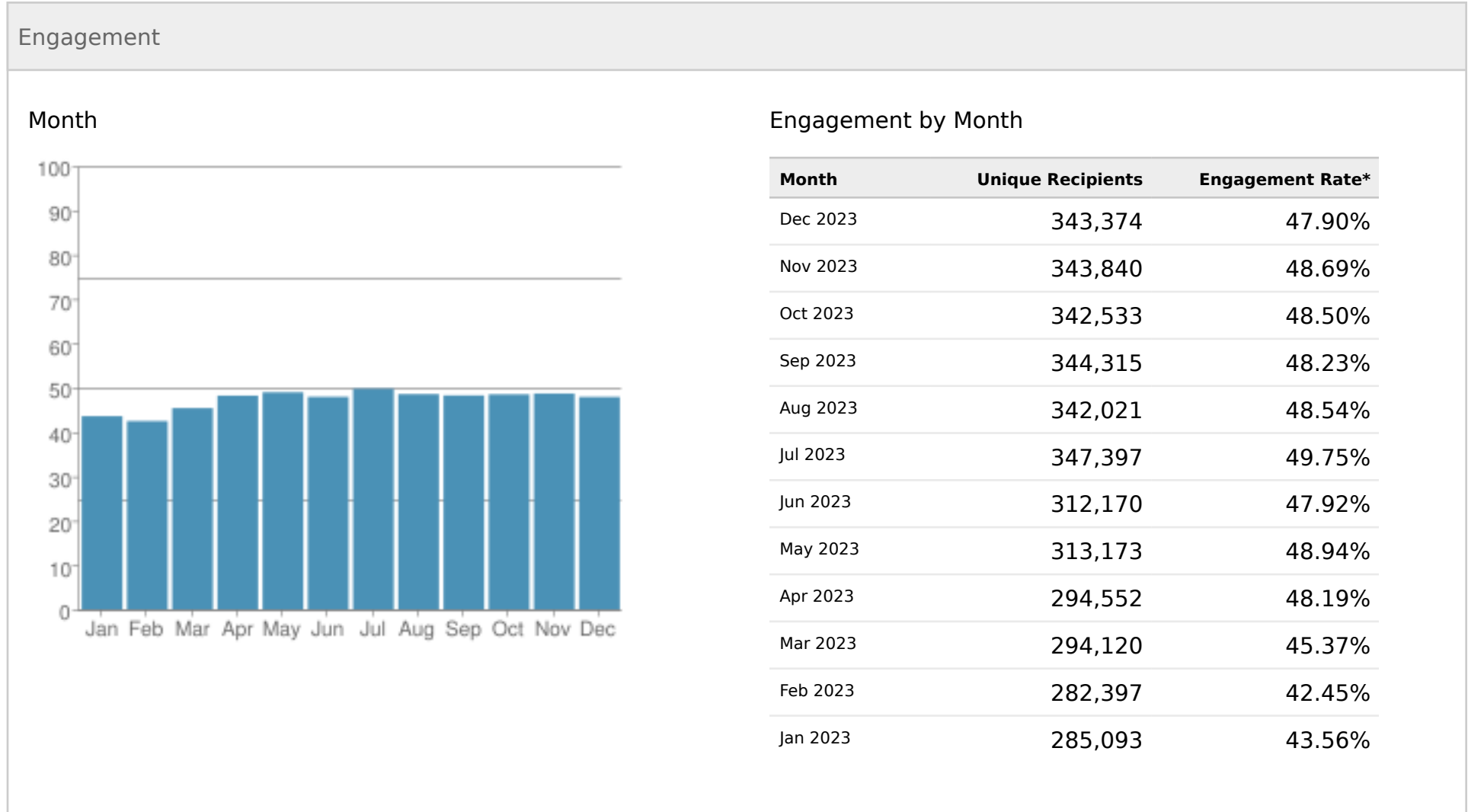
Increase in New Subscribers using GovDelivery Network past 12 months:

111.14%

Texas Historical Commission

Engagement

View your most popular topics and how many subscribers are engaging with your communications.



Texas Historical Commission

Engagement

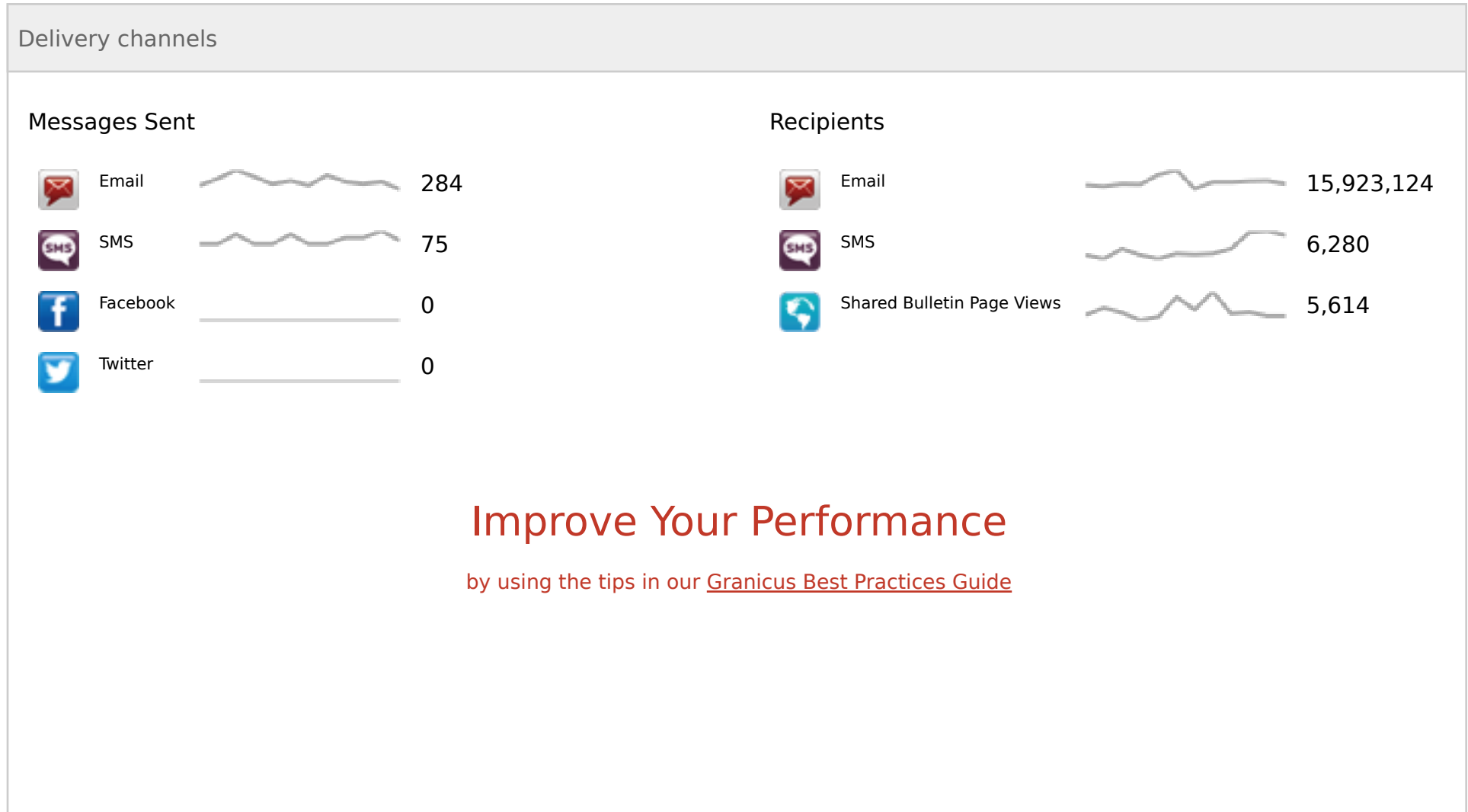
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Topic activity																																													
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Texas Historical Commission

Efficiency

Explore which online channels you are leveraging to maximize the impact of your communication efforts.



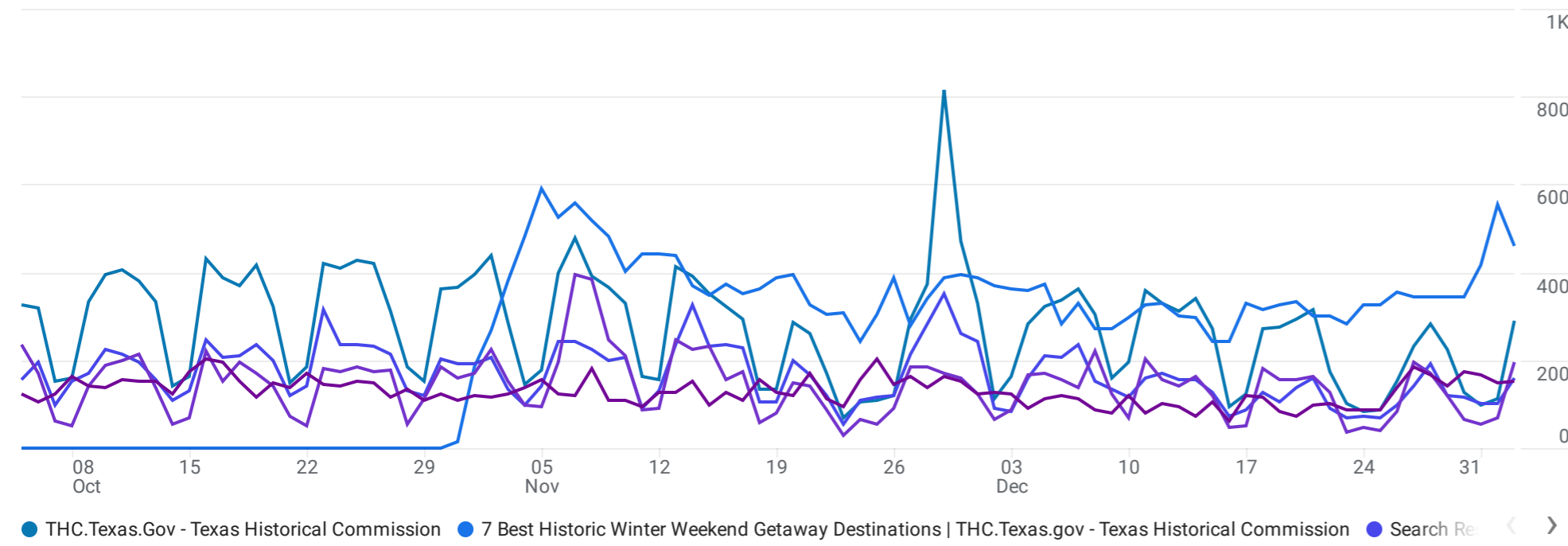
All Users Add comparison

Last 90 days Oct 5, 2023 - Jan 2, 2024

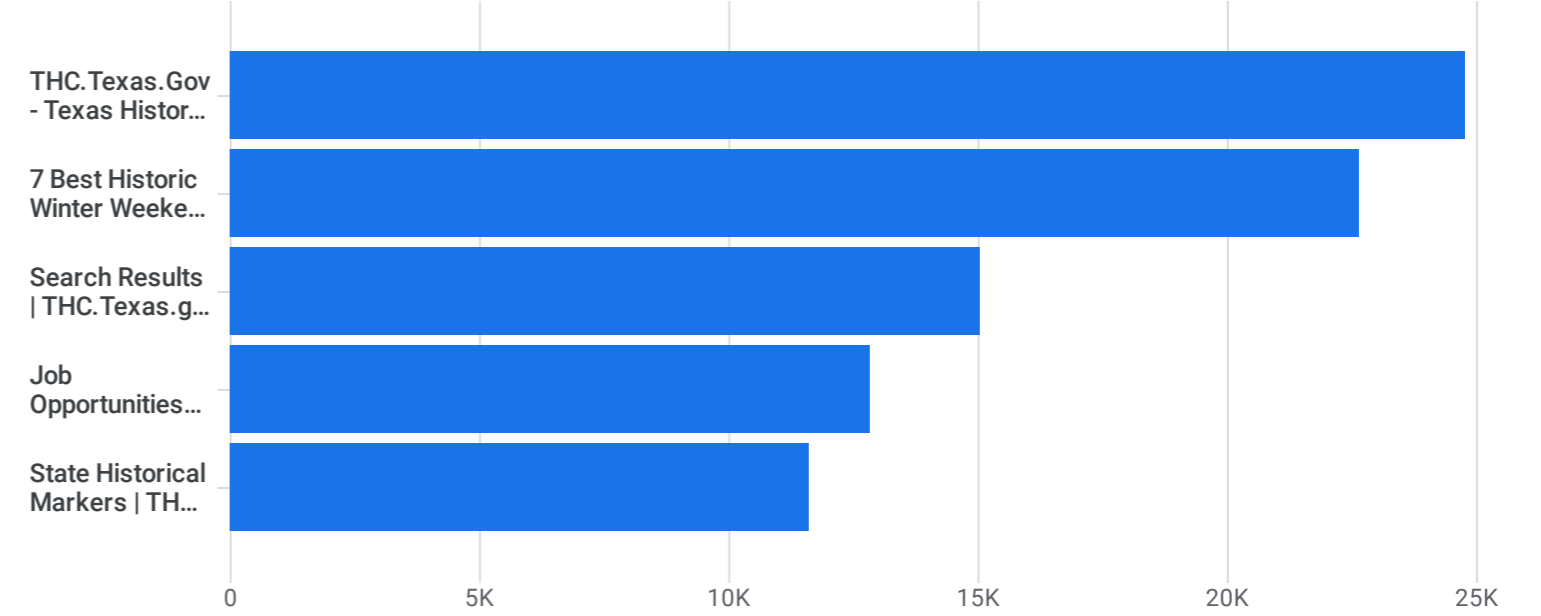
Pages and screens: Page title and screen class

Add filter

Views by Page title and screen class over time



Views by Page title and screen class



Search... Rows per page: 25 Go to: 1 1-25 of 782

Page title and screen class	Views	Users	Views per user	Average engagement time	Event count	Conversions	Total revenue
	100% of total	100% of total	Avg 0%	Avg 0%	100% of total	100% of total	
1 THC.Texas.Gov - Texas Historical Commission	24,777	13,925	1.78	33s	74,096	0.00	\$0.00
2 7 Best Historic Winter Weekend Getaway Destinations THC.Texas.gov - Texas Historical Commission	22,634	20,130	1.12	9s	71,631	0.00	\$0.00
3 Search Results THC.Texas.gov - Texas Historical Commission	15,031	8,222	1.83	46s	53,010	0.00	\$0.00
4 Job Opportunities THC.Texas.gov - Texas Historical Commission	12,833	4,405	2.91	1m 25s	37,160	0.00	\$0.00
5 State Historical Markers THC.Texas.gov - Texas Historical Commission	11,601	7,829	1.48	32s	39,615	0.00	\$0.00
6 Explore State Historic Sites THC.Texas.gov - Texas Historical Commission	10,694	7,879	1.36	51s	31,168	0.00	\$0.00
7 Washington-on-the-Brazos State Historic Site THC.Texas.gov - Texas Historical Commission	7,942	5,792	1.37	47s	27,594	0.00	\$0.00
8 San Jacinto Battleground State Historic Site THC.Texas.gov - Texas Historical Commission	7,301	5,335	1.37	41s	26,208	0.00	\$0.00
9 Caddo Mounds State Historic Site THC.Texas.gov - Texas Historical Commission	5,911	4,072	1.45	47s	19,110	0.00	\$0.00
10 San Felipe de Austin State Historic Site THC.Texas.gov - Texas Historical Commission	5,752	3,942	1.46	57s	28,216	0.00	\$0.00
11 Presidio la Bahía State Historic Site THC.Texas.gov - Texas Historical Commission	5,255	3,583	1.47	49s	24,711	0.00	\$0.00
12 Historic Road Trips THC.Texas.gov - Texas Historical Commission	4,746	3,880	1.22	28s	17,692	0.00	\$0.00
13 Contact Us THC.Texas.gov - Texas Historical Commission	4,714	3,131	1.51	1m 03s	12,742	0.00	\$0.00
14 Thematic Marker Maps THC.Texas.gov - Texas Historical Commission	4,497	3,007	1.50	26s	11,292	0.00	\$0.00
15 About Us THC.Texas.gov - Texas Historical Commission About the Texas Historical Commission	4,464	3,262	1.37	24s	10,993	0.00	\$0.00
16 Varner-Hogg Plantation State Historic Site THC.Texas.gov - Texas Historical Commission	4,423	3,036	1.46	43s	14,330	0.00	\$0.00
17 Fulton Mansion State Historic Site THC.Texas.gov - Texas Historical Commission	4,310	3,122	1.38	43s	14,272	0.00	\$0.00
18 Charles and Mary Ann Goodnight Ranch State Historic Site THC.Texas.gov - Texas Historical Commission	4,027	3,013	1.34	1m 00s	17,703	0.00	\$0.00
19 Bush Family Home State Historic Site THC.Texas.gov - Texas Historical Commission	3,667	3,013	1.22	34s	18,437	0.00	\$0.00
20 Fort Griffin State Historic Site THC.Texas.gov - Texas Historical Commission	3,289	2,232	1.47	43s	10,742	0.00	\$0.00
21 Fort McKavett State Historic Site THC.Texas.gov - Texas Historical Commission	2,964	2,236	1.33	43s	9,426	0.00	\$0.00
22 Magoffin Home State Historic Site THC.Texas.gov - Texas Historical Commission	2,951	2,082	1.42	38s	9,618	0.00	\$0.00
23 eTRAC system THC.Texas.gov - Texas Historical Commission	2,933	947	3.10	43s	9,618	0.00	\$0.00
24 Harris County Courthouse - Houston THC.Texas.gov - Texas Historical Commission	2,887	1,818	1.59	43s	11,424	0.00	\$0.00
25 Kreische Brewery State Historic Site THC.Texas.gov - Texas Historical Commission	2,865	2,083	1.38	45s	10,687	0.00	\$0.00

TEXAS HISTORICAL COMMISSION

**Media Coverage
Nov. 1 – Jan. 3, 2023**

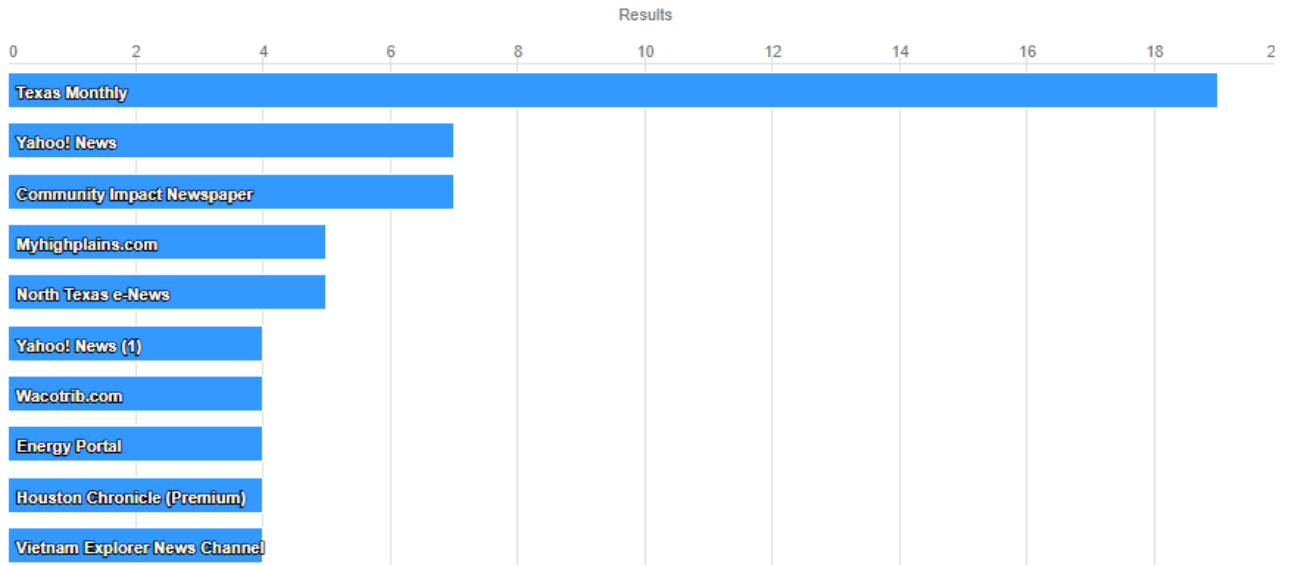
Print

Month	Publication	Clips	Column Inches	Advertising Value	Readership
November	146	351	19,796	\$818,806.68	4,100,986
December	141	352	21,327	\$628,475.21	3,382,996

Digital

Month	Media Exposure	Potential Reach	Advertising Equivalent
November	244	647,210,000	\$5.9 million
December	160	230,880,000	\$2.4 million

Nov 1, 2023 - Jan 3, 2024



TEXAS HISTORICAL COMMISSION - FINANCIAL DASHBOARD
FISCAL YEAR 2024

The information contained in this report is for State Fiscal Year 2024, which began on September 1, 2023. This report contains the revenues and expenditures that were processed through the first quarter of the fiscal year 2024 ending August 31, 2024.

AGENCY FUNDING - FY 2024

	Estimated Appropriations and Revenue	Actual Appropriations and Revenue	% Budget Received	Explanations
Sources of funding				
General Revenue	\$ 45,595,445.00	\$ 45,595,445.00	100%	The General Revenue figure includes Article IX, Sec. 17.21
General Revenue (UB)	\$ 219,768,577.49	219,768,577.49	100%	Ft Velasco (3025),SB30,88R,Sec 2.12 (\$500,000); San Jacinto- Supp,SB30, 88R,Sec 2.14(\$102,700,000); Battleship TX Supp,SB30,88R,Sec 2.15(\$40,000,000); Defrd Mnt Supp (3017),SB30,88R,Sec 2.16 (\$327,000); Magoffin Home Supp,SB30,88R,Sec 2.17(\$4,144,000);Varner-Hogg Supp,SB30,88R,Sec 2.18 (\$825,000); HSD Def Mnt Supp (3029),SB30,88R,Sec 2.19 (\$2,875,000); Courthouse Grants Supp,SB30,88R,Sec 2.20 (\$45,000,000); Levi Jordan Supp,SB30,88R,Sec 2.21 (\$5,000,000); TVL Pub Supp (3027),SB30,88R,Sec 2.22 (\$522,240); Pacific War Mus Supp,SB30,88R,Sec 2.23 (\$7,500,000); Eisenhower BP Supp,SB30,88R,Sec 2.24(\$3,401,000); Monument Hill Supp,SB30,88R,Sec 2.25(\$4,300,000);Vehicle Supp (3800),SB30,88R,Sec 9.2A2(\$305,836); Vehicle Supp (3029),SB30,88R,Sec 9.2A2 (\$1,661,147) Caddo Mounds Visitor Center, RD2(b)(7), 88R .
Sporting Goods Sales Tax	\$ 16,534,000.00	4,133,500.03	25%	Tax revenue transferred from Comptroller on the first of each month. The agency receives \$1,212,750.00/month from the Comptroller's Office.
Sporting Goods Sales Tax (Additional)	\$ 1,407,000.00	1,407,000.00	100%	Comptroller updated the Certification Revenue Estimate (CRE) on October 5th, 2023, from 16,534,000 in Sporting Good Sales Tax to 17,941,000, which THC will receive an additional \$1,407,000 for 2024.
Sporting Goods Sales Tax (UB)	\$ 5,459,871.29	5,459,871.29	100%	The Budget is an estimate of additional Sporting Goods Sales Tax received in FY 2022 and FY2023, and UB'd into FY2024. \$1.5M UB'd for San Felipe Capital Project. \$3,959,871.29 estimated UB total of SGSTX RTE funds from 2023-2024.
Gate Fees Appropriated	\$ 566,666.00	136,133.82	24%	Revenues received as of November 30,2023.
Preservation Trust Fund	\$ 2,330,000.00	2,000,000.00	86%	Texas Preservation Trust Fund Account, Regular Appropriations 2024-2025, 88R, \$330,000. Additional Appropriations for Lennox Home Art.IX, Sec. 17.21 (c) (\$1,000,000); and DeMorse Home Art.IX, Sec/ 17.21 (d) (\$1,000,000).
Preservation Trust Fund (UB)	\$ 1,478,415.13	1,478,415.13	100%	Preservation Trust Fund UB. A portion of the UB is \$1,415,924 for the Dallas North Point Development; \$853,200 has been awarded
Federal Funds	\$ 1,274,828.00	-	0%	Regular Appropriations 2024-2025, 88R.
Federal Funds - National Park Services (HIM Funds)	\$ 300,704.00	403,584.62	134%	HIM funds will be ending in 2024. No draws have been completed in Q1. Budget will be adjusted based upon draws and expenditures throughout the year.
Historic Sites Bond Fund 7213 (UB)	\$ 30,974.06	30,974.06	100%	Unexpended balance of bond fund 7213 for Historic Sites projects. UB's have not been completed into 2024.
Historic Sites Bond Fund 7636 (UB)	\$ 82,842.43	82,842.43	100%	Unexpended balance of bond fund 7636 for Historic Sites projects. UB's have not been completed into 2024.
Economic Stabilization Fund (UB)	\$ 3,404,264.99	3,404,264.99	100%	Historic Sites National Museum of the Pacific War UB, HB2, SB30, 88R, 8.10
Subtotal	\$ 298,233,588.39	\$ 283,900,608.86	95%	

TEXAS HISTORICAL COMMISSION - FINANCIAL DASHBOARD
FISCAL YEAR 2024

The information contained in this report is for State Fiscal Year 2024, which began on September 1, 2023. This report contains the revenues and expenditures that were processed through the first quarter of the fiscal year 2024 ending August 31, 2024.

AGENCY FUNDING - FY 2024

	Estimated Appropriations and Revenue	Actual Appropriations and Revenue	% Budget Received	Explanations
Appropriated Receipts				
Markers & Cemeteries	\$ 366,363.00	300.00	0%	Cost Recovery program - Fees from marker sponsors pay for marker costs. Of the amounts expended for the program, markers paid in 2024 Q1 totaled \$26,835. The \$300 received in Q1 are receipts for cemeteries. The difference between the amount transferred into the program to cover the cost of the markers is due to price increases and receipts received in prior years at that years negotiated prices.
Tax Credit Review Fees	\$ 171,000.00	53,227.44	31%	The Commission is only appropriated the first \$171,000 collected for review fees and anything over that amount is swept by the Comptroller's Office to the General Fund. The total actual amounts collected is just a reference figure to understand the popularity of this program and represents what has been collected through November. The Tax Credit Review Fess also covers the benefits for the staff paid from these receipts, the total for 2024 Q1 was \$53,227.44. The amount for benefits will be reduced from the \$171,000 that is appropriated to the Agency and transferred to the benefit appropriations.
Main Street Dues	\$ 80,000.00	-	0%	Collections began in December 2023.
Gift Shop Sales	\$ 38,730.18	21,739.20	56%	Gift Shop sales has been adjusted to show lapsed funds in the amount of \$327,000 to establish Retail Operations Fund 1017. Established in FY24 HB 2719 88R Retail Operations Fund.
Cattle Sales & Grazing Lease	35,678.90	-	0%	These receipts are applied to expenses associated with the Official Longhorn Herd. No revenues have been received in Q1, revenues are anticipated to begin around Spring/Summer 2024.
Employee Housing	32,728.92	-	0%	These receipts are used to cover the costs associated with the services provided for that housing, such as utilities and maintenance of the residences.
Specialty License Plates	\$ 2,944.26	735.42	25%	Original budget is \$2,900. Increase of 44.26. due to interest received.
All Other Appropriated Receipts	\$ 51,315.38	51,315.38	100%	Donations of \$6,911.67, Other rental of \$24,000 for contract between TPWD and San Jacinto Battleground, National Museum of the Pacific War Administrative Fees of \$6,939.36, reimbursements of \$4,249.29, copies of \$607.50 and \$8,607.56 in Judgements/Settlements.
Subtotal	\$ 778,760.64	\$ 127,317.44	16%	
Interagency Contracts				
TxDOT Section 106 Contract	\$ 176,613.00	-	0%	Agency has not billed for Q1, and anticipates to begin billing in January 2024.
Retail Operations Fund 1017				
Gift Shop Sales - NEW Retail Operations Fund 1017	\$ 327,000.00	20,008.67	6%	This fund has collected \$20,008.67 in revenues for Q1.
Total	\$ 299,515,962.03	\$ 284,047,934.97	95%	

TEXAS HISTORICAL COMMISSION - FINANCIAL DASHBOARD
FISCAL YEAR 2024

BUDGET AND EXPENDITURES BY DIVISION - FY 2024

Division	Total Budgeted	Total Expended	% Budget Expended	* Total Obligations	Remaining Budget %	Explanation
Administration	\$ 3,486,344.95	\$ 607,627.96	17.4%	\$ 590,599.85	65.6%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2.
Archeology	\$ 1,439,342.20	\$ 392,978.60	27.3%	\$ 39,686.73	69.9%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2.
Architecture	\$ 2,285,299.74	\$ 608,123.52	26.6%	\$ 787,993.05	38.9%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2.
Community Heritage Development	\$ 2,493,998.99	\$ 390,611.41	15.7%	\$ 173,924.91	77.4%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2.
Courthouse	\$ 46,153,841.03	\$ 153,514.07	0.3%	\$ 4,339.70	99.7%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2.
Historic Sites	\$ 214,548,242.52	\$ 5,102,252.98	2.4%	\$ 147,902,916.29	28.7%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2. Budget includes \$800,000 in GR for Mission Dolores Art.IX, Sec. 17.21 (a), \$7,350,000 in GR for WOB Art.IX, Sec. 17.21 (e).
History Programs	\$ 20,498,842.62	\$ 3,047,271.97	14.9%	\$ 438,316.73	83.0%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2. Budget includes \$1,000,000 in GR for Tx. Maritime Museum Art.IX, Sec. 17.21 (b), \$1,000,000 in GR for the Juneteenth Museum Art.IX, Sec. 17.21 (f), \$1,000,000 in GR for the Iwo Jima Monument and Museum Art.IX, Sec. 17.21 (g).
Texas Holocaust, Genocide, and Antisemitism Advisory Commission	\$ 799,481.80	\$ 138,606.08	17.3%	\$ 149,330.64	64.0%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2. HB1, 88R created new strategy A.3.2 for THGAAC.
Preservation Trust Fund	\$ 5,330,000.00	\$ -	0.0%	\$ -	100.0%	Grants will be paid out in future quarters. Budget includes \$1,000,000 in GR for Lennox Home Art.IX, Sec. 17.21 (c) ; and \$1,000,000 in GR for DeMorse Home Art.IX, Sec. 17.21 (d).
Texas Heritage Trails	\$ 1,000,000.00	\$ 151,604.80	15.2%	\$ 691,934.20	15.6%	FY24 Budget Loaded to match HB1,88R. Adjustments to budget will be completed and reflect in Q2.
Total Budget and Expenditures	\$ 298,035,393.85	\$ 10,592,591.39	3.6%	\$ 150,779,042.10	45.9%	All funding from SB 30 is obligated and has been UB'ed into 2024

BUDGET AND EXPENDITURES BY CATEGORY - FY 2024

THC Budget Categories	Total Budgeted	Total Expended	% Budget Expended	* Total Obligations	Remaining Budget %	Explanation
Operating						
Salaries and Wages	\$ 22,133,340.75	\$ 4,945,255.69	22.3%	\$ -	77.7%	Includes 5% Salary Increase.
Other Personnel Costs	\$ 705,960.00	\$ 209,206.61	29.6%	\$ -	70.4%	Total expended is on target through November 30,2023.
Travel In-State	\$ 484,454.17	\$ 61,783.08	12.8%	\$ -	87.2%	Staff travel continues to pickup and the summer months usually see the most travel.
Travel Out-of-State	\$ 119,414.31	\$ 13,651.57	11.4%	\$ -	88.6%	
Fuel	\$ 146,873.78	\$ 20,139.40	13.7%	\$ 1,323.64	85.4%	
Contracted Services	\$ 650,252.47	\$ 593,206.16	91.2%	\$ 814,786.56	-116.5%	Budget consists of miscellaneous services at historic sites for janitorial services and agency advertising services, along with other miscellaneous services not classified as professional services. Budget adjustments will be made to clear negative balances
Printing and Reproduction	\$ 752,419.33	\$ 68,610.94	9.1%	\$ 211,621.67	62.8%	Budget includes \$522,240 for SB 30 Supplemental for printing.

TEXAS HISTORICAL COMMISSION - FINANCIAL DASHBOARD
FISCAL YEAR 2024

THC Budget Categories	Total Budgeted	Total Expended	% Budget Expended	* Total Obligations	Remaining Budget %	Explanation
Consumable Supplies	\$ 500,799.00	\$ 64,800.63	12.9%	\$ 114,432.44	64.2%	Budget adjustments will be made between budget categories to clear any negative balances.
Utilities	\$ 1,112,123.67	\$ 303,583.13	27.3%	\$ 59,524.12	67.4%	Typically lags estimated target due to the delay time between bill receipt and payment.
Rent	\$ 358,910.65	\$ 166,627.28	50.0%	\$ 297,048.12	-29.2%	This category includes the monthly rental for agency copy machines as well as the Tuscan Way lease for
Other Expenditures	\$ 2,525,744.29	\$ 106,968.60	4.2%	\$ 81,985.23	92.5%	Items in this category includes memberships, registrations, website maintenance, miscellaneous fees, settlements, awards, books, reference materials, insurance premiums and deductibles, staff training services, delivery services, and promotional items. \$1.7 million is budgeted for State Historic Sites which \$74,316.80 has been expended or obligated through the 1st quarter. We continue to work with Historic Sites on this budget. This category will be used to make budget adjustments in other categories to clear any negative balances.
Giftshop Merchandise	\$ 400,000.00	\$ 3,859.02	1.0%	\$ 36,806.51	89.8%	
Historical Markers	\$ 351,313.00	\$ 26,835.00	7.6%	\$ 338,528.00	-4.0%	Budget adjustments will be made between budget categories to clear any negative balances.
Computers and Furniture	\$ 1,548,715.58	\$ 284,005.97	18.3%	\$ 306,663.73	61.9%	
Repairs and Maintenance	\$ 25,271,626.89	\$ 106,703.86	0.4%	\$ 687,159.59	96.9%	\$ 24,515,892 million budgeted is tied to projects at the State Historic Sites of which \$615,907 has been expended or obligated as of the 1st Quarter.
Operating Total	57,061,947.89	6,975,236.94	12.2%	2,949,879.61	82.6%	
Capital, Grants, and Debt Service						
Professional Services	\$ 962,666.90	\$ 394,073.54	40.9%	\$ 1,378,248.67	-84.1%	Budget includes \$702,363.67 of contractor services for the agency, encumbrances will be reviewed and adjusted to release any funds that are no longer needed, and new totals reflected in Q2.
Grants	\$ 55,711,914.45	\$ 2,878,995.07	5.2%	\$ 1,414,682.43	92.3%	Grants include Texas Heritage Trails, Courthouse Preservation Program to include \$45 million for SB 30 Supplemental , Certified Local Governments, Preservation Trust Fund, Texas Holocaust, Genocide and Antisemitism Advisory Commission, and Hurricane Harvey Emergency Supplemental Preservation Fund programs.
Capital	\$ 185,301,932.79	\$ 344,285.84	0.2%	\$ 145,036,231.39	21.5%	Budget includes \$500,000 for Ft. Velasco, \$4,300,000 for Monument Hill Brewery, \$142.7 million for San Jacinto Historic Site, \$1,500,000 for San Felipe de Austin, \$11,5M for Nimitz, \$4,144,000 for Magoffin House, \$5M for Levi Jordan, \$1,379,000 for Landmark Inn,\$5K for Fort Griffin,\$3.4 million for Eisenhower Birthplace, \$400K for Caddo Mounds Visitor Center, \$2,275,000 for Deferred Maintenance(SB30), \$1,966,983 for Vehicle Purchases, and \$327,000 for Capitol Complex Deferred Maintenance.
Debt Service	\$ 477,500.00	\$ -	0.0%	\$ -	100.0%	Debt service payments are made in February and August of each year.
Capital, Grants, and Debt Service Total	242,454,014.14	3,617,354.45	1.5%	147,829,162.49	37.5%	
Total	\$ 299,515,962.03	\$ 10,592,591.39	3.5%	\$ 150,779,042.10	46.1%	

* Includes Projections not captured in the Total Expended

TEXAS HISTORICAL COMMISSION - FINANCIAL DASHBOARD
FISCAL YEAR 2024

PERSONNEL - FY24

Division	Budgeted FTEs	Actual FTEs	Over/ (Under)	Notes
Administration	25.0	14.6	(10.4)	
Archeology	17.0	14.2	(2.8)	
Architecture	24.0	16.3	(7.7)	
Community Heritage Development	18.0	16.8	(1.2)	
Courthouse	14.0	7.2	(6.8)	
Historic Sites	211.5	207.4	(4.1)	
History Programs	30.0	24.2	(5.9)	
Texas Holocaust, Genocide, Antisemitism Advisory Comm	7.0	6.2	(0.8)	
Preservation Trust Fund	-	-	-	
Total FTEs	346.5	306.8	(39.7)	346.5 FTEs authorized by 2024-25 General Appropriations Act.
Harvey, Irma, Maria				
Emergency Supplemental Historic Preservation Fund				
	Budgeted FTEs	Actual FTEs		
Architecture	4.0	2.8	(1.2)	
Archeology	0.5	0.5	-	
Administration	1.0	0.7	(0.3)	
Total FTEs	5.5	4.1	(1.5)	Additional FTEs authorized for Hurricane Harvey Grant from National Park Services

KEY DATES

Date	Report Name	Agency Report Recipient
November 17, 2023	2023 Annual Financial Report	Comptroller of Public Accounts
December 2023	2024 Operating Budget	Governor's Office, Legislative Budget Board
December 31, 2023	2023 Annual Report of Nonfinancial Data	Governor's Office, State Auditor's Office, Legislative Budget Board
December 31, 2023	2023 Federal End-of-Year Report	National Park Service