

# Executive Committee

April 27, 2023



## TEXAS HISTORICAL COMMISSION

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### AGENDA EXECUTIVE COMMITTEE Embassy Suites Austin Central Agave A-B 5901 N. Interstate Hwy 35 Austin, TX 78723 April 27, 2023 3:00 p.m.

*(or upon the adjournment of the 1:45 p.m. Historic Sites committee meeting, whichever occurs later)*

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*This meeting of the THC Executive 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. NOTE: The Executive Committee may go into executive session (closed meeting to the public) on any agenda item if appropriate and authorized by the Open Meetings Act, TGC, Chapter 551.*

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1. **Call to Order** – *Chairman John Nau*
  - A. Committee member introductions
  - B. Establish quorum
  - C. Recognize and/or excuse absences
2. **Consider approval of the Executive Committee meeting minutes** – *Nau*
  - A. Minutes from February 1, 2023
  - B. Minutes from March 3, 2023
  - C. Minutes from April 11, 2023
3. **Consider adoption of new rule to the TAC, Title 13, Part 2, Chapter 18, Section 18.9 related to the THGAAC Administrative Grant Rules without changes as published in the February 17, 2023 issue of the *Texas Register* (48 TexReg 785-787) (Item 7.6)** – *Wolfe*
4. **Consider approval of the agreement between the Friends of THGAAC and the THC (Item 15.2)** – *Wolfe*
5. **Consider approval of THGAAC Education Grant Handbook (Item 15.3)** – *Wolfe*
6. **Information technology and Human Resources updates** – *Wolfe*
7. **Committee Chairman's Report**
  - A. Ongoing Projects; and
  - B. Updates and Upcoming Events
8. **Adjourn**

*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 least four (4) business days prior to the meeting so that appropriate arrangements can be made.*

## TEXAS HISTORICAL COMMISSION

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### MINUTES EXECUTIVE COMMITTEE

DoubleTree by Hilton Hotel  
Phoenix Ballroom South  
6505 N I-35  
Austin, TX 78752  
February 1, 2023  
9:02 a.m.

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

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#### 1. Call to Order

The meeting of the Texas Historical Commission (THC) Executive Committee was called to order by Chairman John L. Nau, III at 9:02 a.m. on February 1, 2023. He announced the meeting has 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 Secretary of State's Office as required.

#### A. Committee member introductions

Chairman Nau welcomed everyone, and introductions were made around the table. Members present included:

Chairman John Nau  
Vice-Chair Catherine McKnight  
Secretary Garrett Donnelly  
Commissioner Pete Peterson  
Commissioner Daisy White

#### B. Establish quorum

Chairman Nau reported a quorum was present and declared the meeting open.

#### C. Recognize and excuse absences

Chairman Nau noted Commissioner John Crain was absent. Commissioner Peterson moved, Commissioner White seconded, and the committee voted unanimously to excuse the absence of Commissioner Crain.

#### 2. Consider approval of the executive committee meeting minutes

##### A. October 17, 2022

##### B. January 18, 2023

Commissioner Peterson moved, Commissioner McKnight seconded, and the committee voted unanimously to approve the minutes from the October 17, 2022, and the January 18, 2023, executive committee meetings.

3. **Consider adoption of the repeal of Chapter 191 of the Texas Administrative Code, Title 13, Part 9, related to the Texas Holocaust, Genocide, and Antisemitism Advisory Commission without changes as published in the November 18, 2022, issue of the *Texas Register* (47 TexReg 7634-7635) (Item 7.4B)**

Executive Director Mark Wolfe reminded the committee that during the 87th Legislative Session, as a result of the Sunset Advisory Commission, the Texas Holocaust and Genocide Commission (THGC) was eliminated and the new Texas Holocaust, Genocide, and Antisemitism Advisory Commission (THGAAC) was created and now serves as an advisory commission to the THC. Wolfe reported the THGC had adopted rules under the Administrative Code, and by recommendation from the Secretary of State's Office and the Attorney General's Office, existing rules needed to be repealed and new rules posted under the Texas Historical Commission Administrative Code. Commissioner McKnight moved, Commissioner Peterson seconded, and the committee voted unanimously to send forward to the Texas Historical Commission and recommend adoption of the repeal of Chapter 191 of the Texas Administrative Code, Title 13, Part 9, related to the Texas Holocaust, Genocide, and Antisemitism Advisory Commission without changes to the text as published in the November 18, 2022, issue of the *Texas Register* (47 TexReg 7634-7635)

4. **Consider adoption of new rules to the Texas Administrative Code, Title 13, Part 2, Chapter 18, Sections 18.1–18.7 related to the Texas Holocaust, Genocide, and Antisemitism Advisory Commission without changes to the text as published in the November 18, 2022 issue of the *Texas Register* (47 TexReg 7632-7634) (Item 7.4C)**

Executive Director Wolfe reported the THC proposed new Chapter 18 rules relating to the THGAAC to the Texas Administrative Code. Wolfe stated the new rules were posted in the November 18, 2022, issue of the *Texas Register* and that no comments were received during the 30-day comment period. Commissioner McKnight moved, Commissioner White seconded, and the committee voted unanimously to send forward to the Commission and recommend the adoption of new Chapter 18, sections 18.1–18.7 to the Texas Administrative Code, Title 13, Part 2, related to the Texas Holocaust, Genocide, and Antisemitism Advisory Commission without changes to the text as published in the November 18, 2022 issue of the *Texas Register* (47 TexReg 7632-7634).

5. **Consider approval of reappointments to the Texas Preservation Trust Fund Advisory Board (Item 15.2)**

Executive Director Wolfe provided a brief background on the Texas Preservation Trust Fund Advisory Board (TPTF) stating that the eleven-member board is comprised of dedicated members with special expertise and interest in historic preservation. He noted that all current members of the TPTF board up for reappointment agreed to serve another two-year term. Commissioner McKnight moved, Commissioner Donnelly seconded, and the committee voted unanimously to send forward to the Commission and recommend approval of reappointment of the listed Texas Preservation Trust Fund Advisory Board members.

6. **Review and consider approval of projects requiring private funds in excess of \$50,000 for FY 2023 – Updated List (Item 15.3)**

Chairman Nau called on Anjali Zutshi, director of the Friends of the THC (Friends), and she reported on the Project Fundraising Priorities List that was developed with input from, and in consultation with, the directors of each THC division and final review by the executive director. She referred the members to the list of projects in their binders and noted a new addition to the list for the Undertold Markers Program.

Commissioner Donnelly moved, Commissioner White seconded, and the committee voted unanimously to send forward to the Commission and recommend approval of the updated list of projects as presented and to request that the Friends proceed with fundraising.

**7. Consider approval of the adoption of the revised THGAAC mission statement language (Item 15.4)**

Executive Director Wolfe reminded the committee that under the new statute governing the THC's authority over the THGAAC, they are not able to take action without the THC's approval at this time. He reported during the quarterly meeting of the THGAAC on December 14, 2022, the THGAAC voted to adopt a new mission statement to better align with the responsibilities of the THGAAC. Commissioner McKnight moved, Commissioner Donnelly seconded, and the committee voted unanimously to send forward to the Commission and recommend adoption of the revised THGAAC mission statement.

**8. Consider approval of the filing authorization of proposed new rules to the Texas Administrative Code, Title 13, Part 2, Chapter 18, Section 18.9 related to the THGAAC Administrative Grant Rules for first publication and public comment in the *Texas Register* (Item 15.5)**

Executive Director Wolfe reported a primary purpose of the THGAAC is to provide grants to assist with implementation of the advisory commission's goals and objectives. He noted this is the first set of rules to assist with the management of how the grants are managed moving forward. Commissioner Peterson moved, Commissioner White seconded, and the committee voted unanimously to send forward to the Commission and recommend approval of the filing authorization of the proposed new rule to the Texas Administrative Code, Title 13, Part 2, Chapter 18, Section 18.9 related to the THGAAC Administrative Grant Rules for first publication and public comment in the *Texas Register*.

**9. Consider approval of the THC 2023-2027 Agency Plan (Item 15.6)**

Executive Director Wolfe reported THC staff were directed to draft an Agency Plan, based on the still-in-draft statewide historic preservation plan. He noted division directors worked closely with staff in developing the strategies and actions, resulting in the Agency Plan. Wolfe stated that the plan was reviewed by the executive committee members on January 18, 2023; with recommendations for revisions from the executive committee members and members of the Commission, the plan was revised for approval by the executive committee to send forward to the Commission. Commissioner White moved, Commissioner Peterson seconded, and the committee voted unanimously to send forward to the Commission and recommend approval of the Texas Historical Commission's Agency Plan for FY 2023-2027.

**10. Information technology and Human Resources updates**

Deputy Executive Director of Administration Amy Rubin updated the committee on the agency's compensation plan stating that the THC was able to implement a compensation plan for FY 2023 and raises were applied, beginning with November 2022 paychecks showing a 5 percent increase for staff. She stated that 78 percent of THC staff are at or above the mid-point salary for their job classification.

Rubin provided an update on the agency mobile app project, stating that The Summerlee Foundation has agreed to extend the grant term to July 31, 2023 for completion of the first phase of the project. She reported a contractor had been selected and the contract executed, and work is expected to begin in February 2023.

Rubin reported that the enterprise portfolio planning for Information Technology (IT) software development and maintenance projects has begun, and this work will allow the THC to track progress on existing projects and prioritize and resource new projects. This planning will allow the THC to plan for and successfully complete projects by being more intentional about where the agency is spending time and other resources.

Rubin reported the THC is working with Department of Information Resources (DIR) regarding internet connectivity at the state historic sites. She noted that new equipment will be installed and managed by a contractor. Surveys for internet service providers are being reviewed for the best options to ensure connectivity at each site.

Rubin reported the THC is currently soliciting for a contractor for the upgrade of the Atlas database into a more modern code base program. She noted that this will lay the groundwork for improving user experience.

#### **11. Committee Chairman's Report**

A. Ongoing Projects; and

B. Updates and Upcoming Events

Chairman Nau stated he would defer his report to the end of the full Commission meeting and that no further report was necessary.

#### **12. Adjourn**

At 9:24 a.m., on the motion of the chairman and without objection, the meeting was adjourned.

# TEXAS HISTORICAL COMMISSION

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## MINUTES EXECUTIVE COMMITTEE Stephen F. Austin Building 1700 N. Congress Ave. Room 170 Austin, TX 78701 March 3, 2023 10 a.m.

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*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*

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### 1. Call to Order

The meeting of the Texas Historical Commission (THC) Executive Committee was called to order by Chairman John Nau at 10:10 a.m. on March 3, 2023. He 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 Nau welcomed everyone, and introductions were made around the table. Members present included:

Chairman John Nau  
Vice-Chair Catherine McKnight  
Secretary Garrett Donnelly  
Commissioner Pete Peterson  
Commissioner Daisy White

### B. Establish quorum

Chairman Nau reported a quorum was present and declared the meeting open.

### C. Recognize and excuse absences

Chairman Nau noted Commissioner John Crain was absent. Commissioner White moved, Commissioner Peterson seconded, and the committee voted unanimously to excuse the absence of Commissioner Crain.

### 2. Public comment

Members of the public may address the Commission concerning any matter within the authority of the Commission. The chairman may limit the length of time available to each individual.

No one will be allowed to yield their time to another person.

- Cyle Perez – Director of Communications, San Antonio Zoo, In Favor
- Terry Brechtel – Interim Chief Executive Officer of Brackenridge Park Conservancy, In Favor
- Jim Campbell – Chairman, San Antonio River Authority, In Favor
- Gregory Garcia – San Antonio Resident, In Opposition
- Jennifer Lane – San Antonio Resident, In Opposition
- Patricia Pratchett – River Road Neighborhood Association, In Opposition
- Sydney Martin – River Road Neighborhood Association, In Opposition
- Rebecca L. Galvder – River Road Neighborhood Association, In Opposition

- Roy Schweers – River Road Neighborhood Association, In Opposition
- Jerome Martin – River Road Neighborhood Association, In Opposition
- Richard Reed – River Road Neighborhood Association, In Opposition
- Susan Strawn – River Road Neighborhood Association, In Opposition
- Bonnie Cullum – San Antonio resident, In Opposition
- Anne Schuette – San Antonio resident
- Debra Ponce – San Antonio resident
- Elaine Wilson – San Antonio resident, In Opposition, did not wish to speak
- Daniel Armstrong – San Antonio resident, In Opposition
- Cecilia Black – San Antonio resident, In Opposition
- Toni Mount – San Antonio resident, In Opposition
- Alesia Garlock – San Antonio resident, In Opposition
- Rose Hill – San Antonio resident, In Opposition
- Ida Ayala – San Antonio resident, In Opposition
- Myfe Moore – San Antonio resident, In Opposition
- Doris Pauline Buechele – San Antonio resident, In Opposition
- Matilda Torres – San Antonio resident, In Opposition
- Moses Ash Hollander – San Antonio resident and elementary school student, In Opposition
- Matthew King – San Antonio resident
- Kathy Rhoads – San Antonio Conservation Society, In Favor
- Vincent L. Michael – San Antonio Conservation Society, In Favor
- Grace M. Rose – San Antonio resident, In Opposition
- Carrie Willcockson – San Antonio resident, In Favor
- Aarin Teague – San Antonio River Authority, resource witness
- Brian Mast – San Antonio River Authority, resource witness
- Leticia Van de Putte – San Antonio resident, former Senator, In Favor
- Gary Perez – San Antonio resident, In Opposition
- Shannon Miller – City of San Antonio, resource witness

**3. Brackenridge Park, Lambert Beach area, San Antonio, Bexar County**

**A. Discussion and possible action regarding Historic Buildings and Structures Antiquities Permit #1208 for Phase I of the 2017 bond project**

The committee unanimously concurred to table a vote on this item in order to seek technical information. Chairman Nau noted that the public would be notified when a vote will be made. Chairman Nau also remarked on the great number of witnesses and public involvement.

**B. Discussion and possible action regarding an Archeology Permit for investigations associated with Brackenridge Park Phase I of the 2017 bond project**

The committee unanimously concurred to table a vote on this item in order to seek technical information.

**4. Executive Session under the Open Meetings Act, TGC §551, for consultation with commissioners regarding agenda items.**

Chairman Nau called the meeting into executive session at 2:10 p.m. and reconvened the meeting in open session at 2:34 p.m. noting no action was taken during closed session.

In the open session, Commissioner Peterson moved and Vice-Chair McKnight seconded, and the committee voted unanimously to approve adoption of the compensation amount of \$161,027 per year for



the executive director effective immediately, March 3, 2023, with the new salary of \$168,270 effective September 1, 2023.

## **5. Committee Chairman's Report**

### **A. Ongoing Projects**

Executive Director Mark Wolfe summarized a memo to the committee regarding the Nueces County Courthouse. The building is a Recorded Texas Historic Landmark, has a THC covenant that does not expire until September 2027, and is a State Antiquities Landmark. The courthouse has been abandoned since the 1970s. The THC has exhausted all guidance and resources it has to offer. The State is invested because the THC provided a \$1.8 million grant in 2002. Chairman Nau and Executive Director Wolfe both noted that over the last 20 years, the courthouse's exterior has significantly deteriorated while the interior is in excellent condition. The committee discussed the possibility of the county returning the \$1.8 million contribution. However, Wolfe noted that returning the grant would not be adequate as it is equivalent to a 0% interest loan for 21 years; and an inflation calculation shows the initial investment would be close to \$5 million today. Wolfe also noted that because of the increase in construction costs, the needed repairs may cost closer to \$5 million than \$2 million. Chairman Nau remarked that the committee's role is to recover State funds in light of the lack of repairs to the courthouse. After further discussion, Chairman Nau remarked that he and Wolfe would travel to Nueces County and meet with county officials to discuss further.

The committee discussed the Bush Family Home, including the May 11 ribbon cutting ceremony and admission fees. There was additional discussion on finalizing the acquisition of two adjoining properties to the Bush Family Home at a cost of approximately \$138,000. One additional property exists between the home and the parking lot. The committee discussed the possibility of obtaining the property and expanding the parking lot.

Chairman Nau reported on Caddo Mounds State Historic Site. He noted that the THC does not have the financing for improvements to the visitor center. While the grass house and remaining work are nearly complete, the visitor center would cost \$3.5-4 million, which is not included in our current bill in front of the Legislature.

Division of Architecture Director Elizabeth Brummett reported on the Courthouse Advisory Committee. At the February 1 Executive Committee meeting, 16 individuals were appointed as advisors to this committee, including commissioners, county judges, facility managers, architects, contractors, and current and former employees. In the near future, CAC will meet three times over Zoom. Meetings will focus on:

- 1) Applicants returning after they have received a full restoration grant
- 2) Scoring factors and definitions
- 3) To take feedback, review, and finalize CAC recommendations to the executive committee on changes to policies and procedures

### **B. Updates and Upcoming Events**

Chairman Nau introduced the potential formation of The African American Historical Commission (AAHC). Executive Director Wolfe reported that last Legislative Session, a bill was introduced to create AAHC. The Legislature instructed the THC to submit a fiscal note that estimated operational costs for the AAHC. Staff conservatively determined a need for at least two staff. The Commission would be administratively attached to the THC but would not answer to the THC. The bill died last Legislative Session but has been resubmitted this session.

Chairman Nau reported on budgetary notes regarding the Texas Holocaust, Genocide, and Antisemitism Advisory Commission.

Chairman Nau requested clarification on the Nimitz Museum rider, budgetary notes, and a possible increase to the General Revenue.

Executive Director Wolfe explained the situation regarding power transmission lines that run through Fort Griffin State Historic Site property. The local power company has determined a need to upgrade the lines with taller, larger poles, which is a great concern to the THC. The local power company has proposed completely removing the power lines from the Fort Griffin property and relocating those lines to an adjacent landowner's property. The local power company would provide compensation to the landowner. The landowner has requested additional compensation from the THC. The THC and the local power company have declined the landowner's request. The Commission discussed the possibility of placing the lines below ground. Chairman Nau noted the importance of moving the power lines away from the core of the fort. He requested the inclusion of the local State Representative and Senator in ongoing discussions with the landowner.

Chairman Nau noted the Commission's awareness of the similarity in naming at San Jacinto. Chairman Nau explained that the Attorney General's Office had recommended a neutral position.

Chairman Nau introduced discussion on the Civil War Monument and Centennial Marker bill. Executive Director Wolfe summarized his recent letter to the Attorney General's Office. Approximately 1,100 markers were installed in the 1930s for the Texas Centennial. The markers and monuments are property of the Texas Facilities Commission. Executive Director Wolfe requested a Letter of Opinion from the Attorney General's Office, with an official opinion due in a few months. Staff anticipates legislation to transfer responsibility of the monuments to the THC.

## **6. Adjourn**

At 2:37 p.m., on the motion of the chairman and without objection, the meeting was adjourned.

# TEXAS HISTORICAL COMMISSION

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**Item 7.6**  
Texas Historical Commission  
Quarterly Meeting  
April 27-28, 2023

## Consider adoption of Administrative Grant Rules

### **Background:**

The THC filed authorization of proposed new rules to the TAC, Title 13, Part 2, Chapter 18, Section 18.9 related to the THGAAC Administrative Grant Rules for first publication and public comment in the *Texas Register*. The THGAAC commissioners voted at the March 8, 2023 Quarterly Meeting to recommend to the THC to approve the new Administrative Grants Rules. The THGAAC would like the THC to consider the adoption of the new rules without changes to the text as published in the February 17, 2023 issue of the *Texas Register* (48 *TexReg* 786).

### **Recommendations:**

The recommendation is for the THC to consider adoption of the new rules to the TAC, Title 13, Part 2, Chapter 18, Section 18.9 related to the THGAAC Administrative Grant Rules without changes to the text as published in the February 17, 2023 issue of the *Texas Register*.

### **Committee Motion:**

Move that the committee send forward to the Commission and recommend the adoption of the new rules to TAC, Title 13, Part 2, Chapter 18, Section 18.9 related to the THGAAC Administrative Grant Rules without changes to the text as published in February 17, 2023 issue of the *Texas Register*.

The Texas Historical Commission (THC) adopts new rule §18.9, related to the creation of Administrative Grant Rules for the Texas Holocaust, Genocide, and Antisemitism Advisory Commission's (THGAAC) grant program, as authorized in Section 448.101(c) of H.B. 3257.

Chapter 18 creates a process for operations for the THGAAC's grant program.

**FISCAL NOTE.** Mark Wolfe, Executive Director, has determined that for each of the first five years the proposed new rules are in effect, there will not be a fiscal impact on state or local government as a result of enforcing or administering the new rule as proposed. The related policy and procedure are in place for this rule and there is no anticipated additional cost as a result of the rulemaking.

**PUBLIC BENEFIT/COST NOTE.** Mr. Wolfe has also determined that for the first five-year period the rule is in effect, the anticipated public benefit will be the ability of Texas nonprofits to apply to receive grant funds, for the purpose of supporting Holocaust, genocide, and antisemitism educational programs.

**ECONOMIC COSTS TO PERSONS AND IMPACT ON LOCAL EMPLOYMENT.** There are no anticipated economic costs to persons who are required to comply with these new rules, as proposed. There is no effect on local economy for the first five years that the proposed new rules are in effect; therefore, no local employment impact statement is required under Texas Government Code, §2001.022 and §2001.024(a)(6).

**COSTS TO REGULATED PERSONS.** The proposed new rules do not impose a cost on regulated persons, including another state agency, a special district, or a local government and, therefore, is not subject to Texas Government Code, §2001.0045.

**ECONOMIC IMPACT STATEMENT AND REGULATORY FLEXIBILITY ANALYSIS FOR SMALL BUSINESSES, MICROBUSINESSES, AND RURAL COMMUNITIES.** The proposed new rules provide an opportunity for the THC and THGAAC to support the operation and delegation educational programming to assist with implementation of goals and objectives for the THGAAC. There is no anticipated economic impact of these new rules. Mr. Wolfe has also determined that there will be no impact on rural communities, small businesses, or micro-businesses as a result of implementing this new rule and therefore no regulatory flexibility analysis, as specified in Texas Government Code §2006.002, is required. The proposed new rule does not affect small businesses, micro-businesses, or rural communities because the new rule only clarifies the administrative procedures with which to carry out existing statutes.

**GOVERNMENT GROWTH IMPACT STATEMENT.** During the first five years that the new rules would be in effect, the proposed new sections: will not create or eliminate a government program; will not result in the addition or reduction of employees; will not require an increase or decrease in future legislative appropriations; will not lead to an increase or decrease in fees paid to a state agency; will not create a new regulation; will not repeal an existing regulation; and will not result in an increase or decrease in the number of individuals subject to the rule. During the first five years that the new rules

would be in effect, the proposed new rules will not positively or adversely affect the Texas economy.

REQUEST FOR PUBLIC COMMENT. Comments on the proposed new rules may be submitted to Mark Wolfe, Executive Director, Texas Historical Commission, P.O. Box 12276, Austin, Texas 78711. Comments will be accepted for 30 days after publication in the *Texas Register*.

STATUTORY AUTHORITY AND STATEMENT ON AUTHORITY. These new rules are proposed under the authority of Texas Government Code §448.102(b), which provides the Commission with the authority to promulgate rules to reasonably affect the purposes of the Commission.

CROSS REFERENCE TO STATUTE. The new rules implement §448 of the Texas Government Code.

The Commission hereby certifies that the new rules have been reviewed by legal counsel and found to be a valid exercise of the agency's authority.

<rule>

#### §18.9. Administrative Grant Rules

(a) Pursuant to Government Code §448.101(c) THC may provide matching grants to assist in the implementation of the THGAAC's goals and objectives.

(b) On an annual basis and with the advice of the THGAAC, THC shall set a maximum amount that will be available for grants and establish a funding cycle for such grants. Any project types that will be given scoring priority in that grant round will also be identified. All grants shall be awarded on a reimbursement basis, i.e. the grant recipient must provide proof that funds have been expended in compliance with the grant contract and request reimbursement from THC before payment will be made from the grant.

(c) Grants may be awarded for any of the following purposes:

(1) To combat antisemitism and to implement Holocaust and genocide courses of study and awareness programs;

(2) To support volunteers who have agreed to share, in classrooms, seminars, exhibits, or workshops, their verifiable knowledge and experiences regarding the Holocaust or other genocides;

(3) To support events memorializing the Holocaust and other genocides;

(4) To support events designed to enhance public awareness of the fight against antisemitism and continuing significance of the Holocaust and other genocides; and

(5) To support efforts to recognize International Holocaust Remembrance Day.

(d) Grant funds and allowable match may only be used to carry out the goals of the grant-funded project. Such funds may be used to pay the costs associated with providing or acquiring equipment, supplies, professional services, and associated travel expenses (within authorized State of Texas travel rates). Matching funds can also be used in limited instances to pay for an employee's salary as described below.

(e) Grant funds and allowable match may not be used for the following purposes:

(1) To acquire equipment that will have a useful life beyond the term of the project if similar equipment can be rented for less than the cost of acquisition;

(2) To administer the grant itself, such as costs associated with preparing and submitting deliverables, maintaining communications with program staff, or ensuring that work is carried out in accordance with the project's scope of work and budget;

(3) For construction-related costs including building renovation;

(4) For food, beverages, awards, honoraria, prizes or gifts; or

(5) For costs associated with advertising or public relations efforts except those specifically allowed by 2 CFR §200.421.

(f) Applications will be accepted only from nonprofit entities headquartered in Texas and certified by the Internal Revenue Service as tax exempt under Internal Revenue Code Section 501(c), (d), (e), (f), or (k), or under Section 521(a), or providing instructional services to individuals through a public or private educational institution.

(g) All projects require a 50-50 match contribution toward the project's total cost. Match may take the form of cash or the value of in-kind donations of goods, services, or labor. Match must be used to pay for or provide materials or work eligible for program funding. If match is claimed for part of an employee's salary, it must represent duties that are not a part of the employee's permanent job responsibilities.

(h) On the advice of the THGAAC, THC may waive the match requirement if a grant applicant provides a persuasive argument for doing so. The waiver request must be included with the grant application and explain why the match cannot be provided and describe any efforts made by the applicant to identify funds or other resources that could serve as match.

(i) THGAAC will notify potential applicants of the availability of grant funds on an annual basis through their website.

(j) A committee comprised of some combination of THGAAC staff and other individuals with experience in the grant program's project areas will score all applications using the following process:

(1) Applications will be distributed to reviewers together with a copy of scoring criteria and a rating form.

(2) Each reviewer will independently evaluate the proposals in relation to the specific requirements of the criteria and will assign a numerical value, depending on the points assigned to each criterion, and submit their rating forms to THGAAC staff. Reviewers may consider recommending a conditional award for funding any application.

(3) Grant selection criteria will include, but not be limited to, the following:

(A) Relevance of the proposed project to the THGAAC's mission;

(B) Qualifications of the applicant organization and/or any proposed contractors;

(C) The likely impact of the proposed project;

(D) The likelihood of project success;

(E) The applicant's past performance;

(F) Project costs and funds available;

(G) Urgency of the need for the grant;

(H) Public support for the request;

(I) Project timetable; and

(J) Geographic diversity within the state of Texas.

(4) Reviewers will not discuss application proposals with anyone other than THGAAC staff during the review process.

(5) THGAAC staff will compile the reviewer's scores and develop a report listing the applications in score order.

(6) THGAAC staff will schedule a meeting of the reviewers to discuss their scores and to make any necessary adjustments.

(7) THGAAC staff will compile the adjusted scores and provide a list of recommended grant awards to the THGAAC commissioners for their consideration.

(8) The THGAAC will include grant application review on their meeting agenda in accordance with the program timetable mentioned above. The members will vote to recommend award and/or denial of all grant applications, which recommendation will be submitted to the THC for further action.

(9) THC will include grant application review on their meeting agenda in accordance with the program timetable mentioned above. The members will vote to accept or not to accept the recommendations of the THGAAC.

(10) Applicants will be informed in writing of the action taken on their applications. Unsuccessful applicants will be counseled by THGAAC staff.

(k) A conflict of interest occurs when financial or other personal considerations may compromise or bias professional judgment and objectivity. Individuals with a conflict of interest will not be permitted to review applications in any grant round where their conflict applies. Any reviewer who feels unable to evaluate a particular application fairly may withdraw from the review process for that application. THGAAC or THC commissioners associated with entities with grant applications being considered will recuse themselves from voting on those applications.

(l) Deliverables for funded applications will include a report from the grant recipient at completion of the project detailing the results of the project including an evaluation of the project's success. Final grant payment may be retained until receipt of an acceptable completion report.

(m) Grant recipients are subject to audit by the State of Texas and/or by an external auditor employed by the THGAAC or the THC in compliance with state audit requirements.

(n) The THGAAC and/or the THC shall have the right to use grant-funded resources in any educational or promotional materials.



## TEXAS HISTORICAL COMMISSION

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**Item 15.2**  
Texas Historical Commission  
Quarterly Meeting  
April 27-28, 2023

### **Consider approval of the agreement between the Friends of the THGAAC and the THC**

#### **Background:**

In the enabling legislation for the Texas Holocaust, Genocide, and Antisemitism Advisory Commission (THGAAC), HB 3257, the commission may contract with one or more nonprofit organizations to assist in fulfilling the advisory commission's duties. The THGAAC is interested in starting a Friends of the THGAAC and the commissioners voted at the March 8, 2023 THGAAC Quarterly Meeting to recommend that the THC approve the agreement between the Friends of the THGAAC and the THC.

#### **Recommendations:**

The recommendation is for the THC to consider approval of the agreement between the Friends of the THGAAC and THC.

#### **Committee Motion:**

Move that the committee send forward to the Commission and recommend the approval of the agreement between the Friends of the THGAAC and the THC.

AGREEMENT BETWEEN  
FRIENDS OF THE TEXAS HOLOCAUST, GENOCIDE AND ANTISEMITISM  
ADVISORY COMMISSION, THE HOLOCAUST, GENOCIDE AND  
ANTISEMITISM ADVISORY COMMISSION,  
AND THE  
TEXAS HISTORICAL COMMISSION

THIS AGREEMENT (the “Agreement”) is entered into by and between the Friends of the Texas Holocaust, Genocide and Antisemitism Advisory Commission, Inc., a Texas non-profit corporation (“Friends”), the Texas Holocaust, Genocide and Antisemitism Advisory Commission (“THGAAC”), a statutory advisory body the Texas Historical Commission, and the Texas Historical Commission, an agency of the State of Texas (“THC”).

WHEREAS, the Friends is a Texas nonprofit corporation organized for all lawful purposes as provided by Texas Business Organizations Code § 2.002, and is organized exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, with a mission to support the programs and activities of the THGAAC; and

WHEREAS, the THGAAC is a statutory body established through the adoption of Texas Government Code Chapter 448 with a mission “to combat and confront hatred, prejudice, and indifference by educating all Texans about the Holocaust and other genocides in an effort to dismantle antisemitism and prevent such future atrocities”; and

WHEREAS, the purpose of the THC is defined in Texas Government Code §442.003 and its powers and duties are defined in Texas Government Code §442.005 with a mission “to protect and preserve the state’s historic and prehistoric resources for the use, education, enjoyment, and economic benefit of present and future generations;” and

WHEREAS, in carrying out the purposes set forth above, the Friends shall operate exclusively for the support and benefit of, to be responsive to the needs of, and to assist in carrying out the authorized purposes of the THGAAC as set forth in Chapter 448 of the Texas Government Code; and

WHEREAS, the purposes of this Agreement are consistent with the objectives and purposes of the Friends, the THGAAC and the THC;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein, and other good and valuable consideration, the receipt and the sufficiency of which are hereby acknowledged, the Friends, the THGAAC and the THC agree as follows:

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Memorandum of Agreement between Friends of THGAAC, THGAAC, and the Texas Historical Commission

1. **Term**

This agreement shall commence on September 1, 2023, and shall terminate on September 1, 2053(the “Contract Period”), unless sooner terminated as provided in Section 9 or extended pursuant to this Section 1. The parties may mutually extend the term of this Agreement for additional two-year periods.

2. **Definition of Relationship**

- a. The purpose of the Friends is to provide private sector support to the THGAAC in order to fulfill the mutually compatible missions of all parties hereto. The nature of the Friends may, on occasion, permit it to develop relationships that benefit the mission of the THGAAC but which are not appropriate for the THGAAC because of legal, budgetary, and/or other limitations.
- b. It is the express intention and understanding of the parties that nothing contained in, or done pursuant to, this Agreement will constitute the Friends or its agents or employees as a partner or joint venture of the THGAAC or the THC, but rather as an independent nonprofit organization as governed by the Internal Revenue Code (IRC) for § 501(c)(3) and § 509(a)(1) and 170(b)(1)(A)(vi) organizations. Without limiting the generality of the foregoing, the Friends do not have any authority to represent or bind the THGAAC or the THC. All transactions between the Friends and the THGAAC and THC will be conducted on an arm’s length basis. It is the express intention of the parties that the relationship of the Friends to the THGAAC shall at all times be that of an independent contractor.
- c. The Friends is a nonprofit organization, with an independent Board of Trustees, as defined by the IRC and within the meaning of Texas Government Code § 2255.001 and is subject to all rules adopted by the THC under that section.
- d. The Friends may choose to hire employees to carry out its duties as required by this agreement. The Chair of the THGAAC shall be invited to sit on or to appoint another member of the board to sit on the hiring committees for these positions. If the THGAAC commissioners are dissatisfied with the performance of these individuals, they shall report this to the executive director of the THGAAC and to the chair of the Friends, and the THGAAC and Friends shall work together to attempt to resolve performance issues. Any final decision on hiring or termination of employment is solely the responsibility of the Board of Trustees of the Friends.
- e. The Bylaws of the Friends shall provide that a majority of the members of the Board of Trustees of the Friends shall be confirmed by the THGAAC. The Bylaws should not be amended to reduce that number to less than a majority without approval by the THGAAC in a resolution approved by a majority of the THGAAC’s Commissioners voting at a duly noticed meeting. The Friends Bylaws shall establish a committee to manage the recruitment and nomination of prospective trustees, according to best practices in nonprofit management, for all desired classes and types of trustees. The

executive director of the THGAAC shall serve as an ex-officio, nonvoting, member of the Friends' Board of Trustees. The executive director of the THGAAC, or their designee, shall attend each of the Friends Board of Trustees meetings. At least one and not more than three actively sitting THGAAC Commissioners shall be invited to attend each Trustee meeting to enhance communication between the THGAAC and the Trustees.

- f. The Friends shall provide information concerning its activities, finances, and operations promptly upon the request of the THGAAC, the THC, or their staff. Likewise, the THGAAC and THC will provide the Friends with timely access to information necessary for successful fundraising.
- g. The Friends Chair, or representative, will present a formal report on recent Friends activities at each quarterly meeting of the THGAAC. The THGAAC in turn will include a summary of said report when reporting at each quarterly meeting of the THC. The THGAAC will extend an open invitation to the Friends trustees to attend the quarterly public meetings of the THGAAC.

### **3. Programs**

- a. The THGAAC, THC, and the Friends agree not to compete with one another regarding the development of programs, events, and projects. In the event of an inadvertent duplication of programs, events, and projects, the THGAAC, THC and the Friends agree to work together in good faith and make such modifications to the operations as are necessary to maximize the effectiveness of the THGAAC and the THC.
- b. On an annual basis, or sooner as needed, the Friends and the THGAAC agree to review all existing programs, events, and projects undertaken pursuant to this Agreement.
- c. It is anticipated that the THGAAC may from time to time request that the Friends undertake programs, and sponsor events and projects (each, a "Program") that are intended to provide benefits to the THGAAC or its constituents, over a longer term. The Friends agree to carefully review such requests, and based on available financial resources, potential ongoing financial support, and available staff resources, and upon a motion duly made and passed, may undertake such programs.
- d. In the event a program, requested by the THGAAC and undertaken by the Friends, is no longer feasible for the Friends to manage or operate, the Friends will work in good faith with the THGAAC to determine the best option to either continue in some form, suspend, terminate, or migrate the program to another organization for the continued benefit of the THGAAC's constituents.

### **4. Friends Fundraising Support for the Benefit of the THGAAC**

- a. The THGAAC's strategic plan, developed through a formal process based on best practices in strategic planning, will identify its goals, objectives, and key strategies for meeting its mission every two to three years and inform the fundraising plan. With the input of representatives from the Friends Board of Trustees, the THGAAC will determine which of these goals, objectives, and strategies can be supported with the THGAAC's biennial budget funded by state appropriations, and which strategies will require full or partial private support to implement. Projects requiring in excess of \$50,000 in private support from the Friends must be approved by a vote of the THGAAC or by a vote of the Executive Committee of the THGAAC. A final slate of priority projects requiring some level of private support which will aid in the accomplishment of key strategies of the THGAAC, and are also deemed likely to appeal to funders, will be presented to the Friends Board of Trustees for a motion duly made and passed. Once approved, the Friends will work with the THGAAC to develop a fundraising plan including funding strategies and timelines for each project. These strategies may be comprised of a combination of restricted funds such as grants or major gifts, funds allocated from the Friends' unrestricted campaigns, and discretionary distributions from appropriate endowments held by the Friends.
- b. Unrestricted funds raised by the Friends, including those distributed from an unrestricted endowment, shall follow the Friends' gift acceptance policies and procedures and shall be used to support areas of greatest need, strategic initiatives, and unique opportunities at the THGAAC, as well as the funding of the Friends' resource development and administrative-related expenses which directly benefit the THGAAC. The availability and best use of a distribution of unrestricted funds will be decided annually at the beginning of a new fiscal year and at such other times as might prove necessary, with review by the THC executive director, the THGAAC executive director, and the Friends chair or a committee of trustees appointed for that purpose. Approval of the use of unrestricted funds by the Friends Board of Trustees will occur following the recommendation of the chair or the appointed committee on a motion duly made and passed.
- c. The Friends recognizes that unique opportunities requiring private sector support will arise in the course of regular business in between updates to the strategic plan. In such instances, the THC executive director, the THGAAC executive director, and the Friends chair will work together to determine the feasibility of adding additional projects to the fund development calendar, or changing priorities of existing projects in order to add new ones. Additionally, a critical need may arise that requires immediate access to unrestricted funds that was not planned for in the annual budget.

Recommendations regarding additional projects, or special requests for unrestricted funds, should be presented first to the Friends chair or to a committee of trustees appointed for that purpose for discussion, and upon their recommendation, to the Friends Trustees for a motion duly made and passed. In instances where the THGAAC must respond quickly and there is insufficient time to wait until the next full Friends Board of Trustees meeting, the Friends Executive Committee may vote on the special request.

- d. In addition to the provisions of Section 3(c), as an opportunity arises, the THGAAC may request that the Friends manage or administer a program, event, or project that is expected to generate revenue. Such opportunities should be presented in writing to the Friends chair to determine if engaging in said revenue generating activity is within the scope of the IRS restrictions on 501(c)(3) corporations. If all is in order, and prior to the Friends undertaking such an activity, the Friends and the THGAAC will document the agreed-upon proper uses for the earned income of such program, event, or project, and the appropriate recording of project income in a Friends designated fund account. The final written request should be submitted to the Friends Trustees for consideration of a motion duly made and passed.
- e. Nothing contained herein will require the THGAAC or the THC to accept from the Friends the conveyance or transfer of any real or personal property.

## **5. Solicitation and Coordination of Funds**

- a. The THGAAC and the Friends agree to work together to develop programs, events, and projects relating to, and coordinate their activities in connection with, the solicitation of funds. As part of the ongoing development process, both THGAAC Commissioners and Trustees will actively participate in the referral of prospective donors for the purpose of solicitation. But nothing in this Agreement is intended to represent or imply authority to make a donation from THGAAC or THC to Friends.
- b. The Friends and the THGAAC each agree to appoint a volunteer representative to serve on a development steering committee as needed, and work with the Friends chair to coordinate the solicitation efforts of the Friends and the THGAAC, respectively, pursuant to this Agreement. To this end, the THGAAC representative for development may also be the same active THGAAC Commissioner who will attend the regularly scheduled meetings of the Friends Board of Trustees, as referenced in Section 2 (e), as well as any specially called meetings or events as appropriate, in order to enhance communication between the Friends and the THGAAC regarding fundraising, as well as coordination of such activities.

- c. The THGAAC agrees to make its professional program staff available to meet with Friends staff and/or Trustees and donors to discuss projects, activities, and programs of the THGAAC seeking private sector support.
- d. The Friends may maintain a restricted and confidential donor database outside the facilities of the THGAAC and THC and both entities agree that they will not have access to the information on such database.

**6. Expenses of the Friends**

- a. The following expenses may be provided by the Friends based on best use of available funds and predetermined in the annual budget process for both organizations: fundraising related expenses including but not limited to printing, professional contracts, donor cultivation, meeting coordination, and special events as well as administrative expenses such as professional fees for accounting, auditors, investment managers, organizational insurance, credit card processing fees, and other similar expenses. The Friends will dedicate resources for mutually agreed upon administrative and fundraising overhead obligations in the Friends annual budget from unrestricted income through any combination of the following: earned income from the presentation of training seminars, an administrative fee on all gifts based on a sliding scale, an administrative fee on distributions from endowments according to the Friends endowment policies, from unrestricted outright use gifts, investment income, and a portion of distributions from unrestricted endowments. Expenses not specified here may be paid by Friends based on a simple proposal, review, and mutual approval by the THC executive director, the THGAAC executive director, the Friends chair, and the Friends Executive Committee.
- b. The THGAAC may not incur expenses that the Friends are obligated to pay without the review and approval of the Friends Board of Trustees through the established process in Section 5.
- c. The Friends may purchase insurance for any program, event, project, or endowment that it deems necessary. The cost of any such insurance will become an expense of Friends of the program, event, project, or endowment insured.

**7. Further Covenants of the Friends**

The Friends agree that it will not take any action that, as a foreseeable result thereof and except as described herein, will create a liability for the THC or the THGAAC that is not approved

by the executive directors of those entities or by their commissions, upon motion duly made and passed.

## **8. Financial Policies and Procedures**

- a. The Friends agrees to act in a prudent and businesslike manner and invest its monies in the same manner, as would a prudent person in the management of their own affairs. The Friends, in keeping with best practices in nonprofit management, will keep accurate books and records of its accounts, all of which may be inspected by any authorized representative of the THC or THGAAC for any reasonable purpose at any reasonable time. The Friends will maintain transparency of its financial records for its constituents by posting appropriate financial documents such as the IRS Form 990 on its website or on a website such as GuideStar or Charity Navigator.
- b. As part of its normal business practices, the Friends will submit a monthly balance sheet to the THGAAC executive director and to the THC executive director. Said Friends accounts will be reconciled quarterly by an outside accountant. At the close of the Friends fiscal year, the Friends will conduct an audit, utilizing the services of an independent, outside auditor, who will also prepare and file the Friends 990 and other necessary paperwork for the IRS. A copy of the audited balance sheet and statement of operations for the preceding fiscal year will be provided to the THGAAC executive director and to the THC executive director.
- c. By its execution and delivery of this Agreement, the THGAAC acknowledges receipt of a copy of the Financial Policies and Procedures of the Friends.
- d. If the Friends elect to create endowments, the Friends will invest monies received with respect thereto consistent with the provisions of Section 8(a) hereof and following the Friends Endowment and Investment policies and as required by law.
- e. An appropriate committee of the Friends will review and recommend appropriate action to the Board concerning endowment distributions and awards to ensure compliance with the Friends endowment policies, procedures, and donor gift agreements, or as required by law.

## **9. Termination**

- a. All parties agree to make every effort to maintain a healthy and productive relationship between the THGAAC, the THC and the Friends. However, in the event that problems arise between the Friends and another party hereto, all parties agree to a



good faith attempt to resolve issues in a timely manner. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

- b. In the event of an allegation of a material breach of any provision of this Agreement, including, but not limited to, (1) any act exposing another party to liability to a third party for damages, (2) the failure to meet the standard of care for handling of funds required in the Agreement, or (3) the failure to meet any other requirement of the Agreement, the Party alleging the breach shall provide notice to the other Party of the specific nature of the alleged breach pursuant to Chapter 2260 of the Texas Government Code.
- c. Any party to this Agreement may terminate the Agreement by providing 30 days' notice in writing to the other parties. In the event of an alleged breach of this Agreement, the parties shall attempt to resolve it through the dispute resolution process provided in Article 9(a) of this Agreement prior to termination of the Agreement.
- d. In the event that this Agreement is terminated for any reason prior to the expiration of this Agreement (including any extension thereof), the THGAAC and THC agree to work cooperatively with Friends representatives and the grant funder to attempt to close out any open grant funded projects.
- e. Should the THGAAC, the THC, or the Friends terminate this Agreement for any reason, the Friends Board of Trustees will determine, by motion duly made and approved, and in keeping with donor intent, the possible disposition of any funds held by the Friends for the benefit of THGAAC projects, activities, and programs, including endowments, according to the Friends gift acceptance policies and donor gift agreements and as required by law. The termination of this Agreement will not affect the obligation of the parties hereunder with respect to endowment (including, without limitation, this Section 9(e), and Section 7, 8, and 10 in each case with respect only to endowments), all of which will survive the termination of this Agreement for any reason whatsoever and will be managed according to the donor gift agreements and as required by law.
- f. The corporate name, "Friends of the Texas Holocaust, Genocide and Antisemitism Advisory Commission, Inc.," shall be transferred to the THGAAC in the event of dissolution of the Friends relationship with the THGAAC and termination of this agreement. In the event of the termination of this Agreement, the Friends organization

may continue operations with a new name.

## 10. Indemnification

- a. The THGAAC and the THC, their officers, agents, representatives and employees, and the State of Texas and its officers, agents, representatives and employees, shall not be liable or responsible for, and shall be saved and held harmless by Friends from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation, court costs and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the performance of Friends under this Agreement, including claims and damages arising in whole or in part from the negligence of THGAAC or THC or their officers, agents, representatives, or employees, or the State of Texas, or its officers, agents, representatives, or employees.
- b. It is the expressed intent of the parties to this Agreement that the indemnity provided for in this section is an indemnity extended by the Friends to indemnify and protect the THGAAC, the THC, their officers, agents, representatives and employees and the State of Texas, its officers, agents, representatives and employees from the consequences of the THGAAC, the THC, or their officers, agents, representatives or employees own negligence, provided, however, that the indemnity provided for in this section shall apply only when the negligent act of the THGAAC, the THC, or their officers, agents, representatives or employees is the sole cause of the resultant injury, death, or damage, unmixed with the legal fault of the Friends, its officers, agents, representatives, or employees.

## 11. Notice

Any notice required or permitted to be given or made under this Agreement will be in writing and will be deemed given or made when delivered in person or upon the expiration of three days after being sent by United States certified mail to the party at the following addresses in writing in accordance with this section:

If to the Friends: Friends of the Texas Holocaust, Genocide and Antisemitism  
Advisory Commission  
Attn: Executive Director  
P.O. Box 12276  
Austin, Texas 78711-3497

If to the THGAAC: Texas Holocaust, Genocide and Antisemitism Advisory  
Commission  
Attn. Executive Director

P.O. Box 12276  
Austin, Texas 78711-3497

If to the THC: Texas Historical Commission  
Attn: Executive Director  
1511 Colorado Street  
Austin, Texas 78711-3497

## 12. Amendment

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject hereof, and supersedes all prior agreements and understandings, oral or written, with respect to the transactions contemplated herein. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by the party sought to be charged. The headings contained herein are for convenient reference only and will not be used to construe or interpret this Agreement. If any part of this Agreement is determined to be invalid, all other sections of this Agreement shall continue in force and effect as if the invalid part had never been a part of this Agreement.

## 13. Certifications

Only to the extent required and applicable under Texas or federal law, Friends hereby certifies compliance with the following statutes: (1) Sections of the Texas Government Code including § 669.003 (relating to contracts with an executive head of a state agency); § 2252.901 (relating to contracts with former or retired agency employees); § 2155.003 and .004 (relating to contract awards where improper compensation has been exchanged); § 2271.002 (relating to the boycott of Israel and energy companies); § 2274.002 (relating to the boycott of firearm entities); § 2155.0061 (relating to human trafficking); § 2155.006 and 2261.053 (relating to disaster relief); (2) Section 231.006, Texas Family Code (relating to delinquent child support obligations); (3) Section 161.0085, Texas Health and Safety Code (relating to any requirement for service which includes COVID-19 vaccination or proof of post-transmission recovery); and (4) Executive Order No. RP-80 (relating to the use of the U.S. Department of Homeland Security's E-Verify system).

FRIENDS OF THE TEXAS HOLOCAUST, GENOCIDE AND ANTISEMITISM  
ADVISORY COMMISSION, INC.:

By: \_\_\_\_\_

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Memorandum of Agreement between Friends of THGAAC, THGAAC, and the Texas Historical Commission



# TEXAS HISTORICAL COMMISSION

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## Item 15.3

Texas Historical Commission  
Quarterly Meeting  
April 27-28, 2023

### Consider approval of the THGAAC Education Grant Handbook

#### **Background:**

In the enabling legislation for the Texas Holocaust, Genocide, and Antisemitism Advisory Commission (THGAAC), HB 3257, the commission may provide matching grants to assist in the implementation of the advisory commission's goals and objectives. At the THGAAC Quarterly Meeting on March 8, 2023 the THGAAC Commissioners voted to recommend that the THC approve the THGAAC Education Grant Handbook, which includes the legislative requirements of prescribing for the program the annual budget, funding cycle, goals, award eligibility criteria, grant application and selection processes, requirements for in-kind services and matching fund waivers, maximum grant awards, conflict of interest policies data collection and evaluation, and audits of grant recipients.

#### **Recommendations:**

The recommendation is for the THC to consider approval of the THGAAC Education Grant Handbook.

#### **Committee Motion:**

Move that the committee send forward to the Commission and recommend the approval of the THGAAC Education Grant Handbook.

# Education Grant Handbook

Texas Holocaust, Genocide, and Antisemitism Advisory Commission

Fiscal Year 2023

Contact: Cheyanne Perkins, THGAAC Grant Specialist  
(512) 463-5674 | [cheyanne.perkins@thgaac.texas.gov](mailto:cheyanne.perkins@thgaac.texas.gov)



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# I. Program Rules and Regulations

## Legislative Authority for the THGAAC Grant Program

The Texas Holocaust, Genocide, and Antisemitism Advisory Commission (THGAAC) was established on September 1, 2021 by [House Bill 3257](#) and is advisory to the Texas Historical Commission (THC). It is through this bill that the THGAAC is authorized to maintain a grant program for the purpose of assisting the implementation of our goals and objectives.

## Guidelines for the THGAAC Grant Program

The THGAAC anticipates awarding up to \$315,000.00 in funding during the current cycle which begins March 13 and ends May 8, 2023. The maximum grant award will be \$50,000.00. These funds will support initiatives throughout the state that address the subjects of Holocaust, genocide, and/or antisemitism. All grant programs/projects must be open to the public and must be accessible by individuals with disabilities. The THGAAC reserves the right to deem ineligible any project or institution that it determines does not meet program requirements.

The THGAAC will accept letters of intent for the 2023 grant cycle from March 13, 2023 through March 27, 2023, and will accept full applications from April 10, 2023 through May 8, 2023. A designated scoring committee will assess all applications based on an established rubric (see below) and will present funding recommendations to the THGAAC's Commissioners at the May 31, 2023 quarterly meeting. Commissioner decisions on the recommendations will be presented to the Commissioners of the THC for final acceptance at their July 2023 quarterly meeting. The THGAAC will notify each applicant in writing on the outcome of their grant funding request following this meeting.

Funded THGAAC Grant programs/projects must be completed between August 1, 2023 and July 31, 2025.

## Eligibility Requirements and Criteria for the THGAAC Grant Program

THGAAC grants are subject to the [Texas Grant Management Standards \(TxGMS\)](#), issued by the Texas Comptroller of Public Accounts. Any nonprofit organization headquartered in the State of Texas is eligible to apply for a THGAAC Grant. Eligible applicants/recipients must be certified by the Internal Revenue Service as tax exempt under Internal Revenue Code Section 501(c), (d), (e), (f), or (k), or under Section 521(a), or providing instructional services to individuals through a public or private educational institution. Grant awards will require a 50% match. Applicants persuasively establishing an inability to dedicate funds or other resources to a compelling project that assists the THGAAC in meeting multiple goals may receive a waiver. Waiver requests must be written and submitted with the application form, explaining why the match cannot be provided and all efforts made to identify funds or other resources. All grant funds will be provided as reimbursements for actual incurred expenses (grant recipients may be eligible to submit at least one partial reimbursement during the grant cycle, to help offset up-front costs). A Criteria and Procedures document, which contains detailed information on the grant requirements, will be available on the THGAAC's website for each grant cycle.



Funded programs/projects must address Holocaust, genocide, and/or antisemitism directly, and grants may be awarded to support one or more of the following goals of the THGAAC:

1. To combat antisemitism and to implement Holocaust and genocide courses of study and awareness programs;
2. To support volunteers who have agreed to share, in classrooms, seminars, exhibits, or workshops, their verifiable knowledge and experiences regarding the Holocaust or other genocides;
3. To support events memorializing the Holocaust and other genocides;
4. To support events designed to enhance public awareness of the fight against antisemitism and continuing significance of the Holocaust and other genocides; and
5. To support efforts to recognize International Holocaust Remembrance Day.

THGAAC grant funds and allowable matches may only be used to carry out the goals of the grant-funded project, which may include costs associated with providing or acquiring equipment, supplies, professional services, associated travel expenses, or employee costs for grant project work that is outside of the employee's regular job description.

THGAAC grant funds and allowable matches may not be used for the following purposes:

1. To acquire equipment that will have a useful life beyond the term of the project if similar equipment can be rented for less than the cost of acquisition;
2. To administer the grant itself, such as costs associated with preparing and submitting deliverables, maintaining communications with program staff, or ensuring that work is carried out in accordance with the project's scope of work and budget;
3. For construction-related costs, including building renovation;
4. For food, beverages, awards, honoraria, prizes, or gifts;
5. For costs associated with advertising or public relations efforts;
6. Deficiencies in previously completed projects, or unanticipated costs in ongoing projects;
7. Loans, fines, penalties, costs of litigation, or associated interest payments;
8. Scholarships, internships, administration fees, purchase of awards, or cash payments;
9. Programs or sites not open to the public or not accessible to individuals with disabilities;
10. Fundraising activities/events or political contributions;
11. To cover the full amount of goods or services that were reduced or discounted;
12. Costs associated with advocacy, lobbying, or political activities;
13. Late fees incurred by the grant recipient or subcontractors for delinquent payment of invoices;
14. Interest accrued and charged for late payment of invoices.

## II. Applying for a Grant

### Announcement of Grant Cycles

Announcements and current information regarding all grant cycles will be available on the THGAAC website, via the [Grants page](#). Periodic updates will also be provided through the THGAAC's social media sites and newsletter.

### FAQ Meetings for Interested Applicants

The THGAAC's Grant Specialist will hold at least one virtual meeting for potential applicants during the application period. The purpose of this meeting will be to provide general information on the THGAAC's grant process, and to answer questions. This meeting will not be mandatory, but participation is highly recommended. Depending on demand and scheduling, more than one meeting may be arranged.

### Letters of Intent

The THGAAC will accept letters of intent prior to accepting full applications. Letters of intent are encouraged, but not required. The THGAAC will provide a template for the letters on their website; these templates are to be used for all letter of intent submissions.

The THGAAC may recommend that a project is not eligible for funding based on its letter of intent. In that case, the THGAAC Grant Specialist will provide consultation to the applicant, if needed, regarding that decision. In this way, the THGAAC hopes to make the application process as efficient as possible for interested organizations.

The THGAAC will accept letters of intent for the 2023 Grant Cycle from March 13, 2023 through March 27, 2023.

### Application Process

Applications will be available on the THGAAC website once the official application period opens for each cycle. The applications will require more detailed information than the letters of intent and will require long-term planning on the part of applying organizations.

The application must clearly and adequately show how an organization's proposed program/project will address the Holocaust, genocide, and/or antisemitism. It must also give detailed projections regarding feasibility, timeline, estimated budget, and measurable outcomes and impacts. Applications that do not address all required items, or that are received after the deadline, may be disqualified. THGAAC staff will provide application advice as time permits. A Criteria and Procedures document, which explains each portion of the application, will be available on the THGAAC's website. The THGAAC recommends that each applicant review this document closely, to ensure that they meet all requirements.

The THGAAC will accept applications for the 2023 Grant Cycle from April 10, 2023 through May 8, 2023.

## Scoring and Results Process

All eligible applications will be independently reviewed and scored by a designated scoring committee, using an established rubric. The rubric includes the following:

1. Relevance to the THGAAC Mission (0-25 points)
  - How does the project ensure that resources are available to students, educators, and/or the general public regarding the Holocaust, genocide, and/or antisemitism?
  - How does the project emphasize and educate about the responsibility individuals have in upholding human value, especially regarding the Holocaust, genocide, and/or antisemitism?
2. Qualifications of the Applying Organization (0-20 points)
  - What experience does your organization have in working with Holocaust, genocide, and/or antisemitism-related projects?
  - What are the qualifications of those individuals within your organization who will be working on the project?
3. Potential Impact of Proposed Project (0-20 points)
  - What audience will the project reach?
  - What are the goals and desired outcomes of the project?
  - How many individuals will this project reach?
  - What is the urgency and need for this project?
  - How will you measure your results and/or outcome?
4. Project Feasibility (0-15 points)
  - Is the size and scope of the proposal appropriate for this project?
  - Can the applicant properly complete the proposed project within the timelines contained in the submitted proposal?
5. Estimated Cost (0-10 points)
  - Is the applicant able to fund the matching portion of the project costs?
  - Are the cost and budget expenses reasonable?
  - Does the estimated budget offer a detailed, itemized list for what costs will be included?
6. Urgency of Need and Public Support (0-25 points)
  - Is there a demonstrated need for the program/project?
  - Will the public benefit from the program/project?
  - Has the public requested this program/project?
7. Timetable for Project (0-5 points)
  - Is the timetable for this project reasonable?
  - Are the goals and deadlines on the timetable clear?
8. Geographic Diversity (0-5 points)
  - Will this project reach Texans in rural/smaller areas?
9. Applicant's Past Performance (pass/fail)
  - Has the applicant received a THGAAC grant in the past? If so, did they satisfactorily meet all the grant obligations as outlined in their funding agreement?

During the review process, scoring committee members may not discuss application proposals with anyone other than THGAAC staff. The THGAAC's Grant Specialist will compile the reviewers' scores and

develop a report listing the applications in score order. Reviewers will discuss their scores and finalize recommendations at a scheduled meeting. The THGAAC's Grant Specialist will present the recommendations to THGAAC Commissioners at their next quarterly meeting, where the Commissioners will vote on final approval. The approved recommendations will then be presented to the THC's Commissioners at their next quarterly meeting, for final acceptance. Applicants will be notified in writing of the actions taken on their applications. Unsuccessful applicants may be counseled by THGAAC staff.

## Conflict of Interest Policy

A conflict of interest occurs when financial or other personal considerations may compromise or bias professional judgment and objectivity. Individuals with a conflict of interest will not be permitted to review applications in any grant round where their conflict applies. THGAAC or THC commissioners associated with entities with grant applications being considered will recuse themselves from voting on those applications.

# III. Starting the Grant Project

## Notification of Grant Award

Upon the approval of the scoring committee's recommendations by THGAAC Commissioners, and the acceptance of these by THC Commissioners, the THGAAC's Grant Specialist will notify successful applicants of their awards and next steps. The THGAAC will also post a list of all funded projects on their website.

## Mandatory Grant Orientation Meeting

All THGAAC Grant recipients will be required to attend a virtual orientation meeting, to be led by the THGAAC's Grant Specialist. The purpose of this meeting will be to familiarize recipients with the THGAAC's processes and requirements. It will also provide an opportunity for recipients to ask questions. Depending on demand and scheduling, more than one meeting may be arranged. After attending the orientation meeting, grant recipients will receive their funding agreements.

## Grant Funding Agreement

The formal award of funds to support the work detailed in the grant application will be made through a legally binding funding agreement between the THGAAC and the grant recipient. Once the funding agreement has been prepared, a copy will be emailed to the grant recipient. The grant recipient is expected to review the agreement carefully, and to ensure that the person signing the agreement has signature authority. The grant recipient must return the signed agreement to the THGAAC's Grant Specialist for final processing.

Grant recipients must receive written approval from the THGAAC before making any changes to the grant program/project. Upon approval, the THGAAC's Grant Specialist will draft an amendment to the funding agreement, which will update the relevant section within the agreement.

The funding agreement outlines the entire grant process and all its expectations and will be useful as a reference document throughout the grant cycle. The information included in the funding agreement will be taken from the applications submitted by the grant recipients, since these applications include the information that was specifically approved by THGAAC and THC Commissioners.

## Matching vs. In-Kind Expenses

The matching requirements for THGAAC Grants may be met by either cash contributions or in-kind items. In the case of in-kind items, proof of the established value of these items must be provided in writing.

Expenses eligible for reimbursement and/or matching include:

1. Materials and supplies purchased specifically for this project, if outright purchase is less expensive than renting them;
2. Programming costs, including costs related to educating partners such as speaker fees and travel costs, program supplies, and facility fees;

3. Contractual services, including consultant fees, materials, design fees, accounting fees, or other services that you have purchased through a contract (the grant recipient must provide documentation in support of such costs, including a copy of the signed contract and related invoices);
4. Invoices, which must contain basic cost information, such as cost of materials per unit, quantity of materials, hours of labor worked, labor rates, and mark-ups; and
5. Costs associated with outreach related to the grant program/project, such as creating and distributing flyers or eblasts;
6. Staff salaries, provided that the work completed is specific to the grant project and outside of an employee's regular job duties.

# IV. Project Execution

## Quarterly Reports

Grant recipients must submit quarterly reports on the progress of the grant program/project (the dates will vary by cycle and will be specified in the funding agreements). These reports must include current information on the status of work and finances. The THGAAC's Grant Specialist will provide a reporting template for grant recipients to use.

Grant recipients are required to submit for review any proposed contracts for professional services, prior to their finalization.

Proofs or working drafts of all project materials must be approved by the THGAAC prior to fabrication or publication. Materials must include the THGAAC's logo, which will be provided, and the following support acknowledgement clause:

“This program (or project) is supported in part by the Texas Holocaust, Genocide, and Antisemitism Advisory Commission.”

## Partial Reimbursements

Grant recipients may be eligible to submit at least one partial reimbursement during the grant cycle, to help offset up-front costs, provided the match requirement is met for the partial amount. Partial reimbursement requests must include an itemized list of expenses for the period of reimbursement, relevant invoices, and proof of payment for all expenses. The final 10% of the grant award amount will be held until the final report is processed.

## Tracking Outcomes and Impact

Outcomes and impact are considered part of the status of a program/project. All grant recipients will have submitted projected figures in their applications, and these projections will be included in the funding agreements. In each quarterly report, the grant recipient must compare relevant projections to the actual current results of outcomes and impact.

# V. Project Closing

## Final Report

A final narrative report with photo documentation must be submitted within four weeks of the project's completion. This report should also show the comprehensive results corresponding to the five elements of potential impact in the grant application. These elements are:

- What audience will this project reach?
- What are the goals and desired outcomes of the project?
- How many individuals will this project reach?
- What is the urgency and need for this project?
- How will you measure your results and/or outcome?

The results of the outcomes and impact of each program/project will be used to determine whether or not the program/project was successful and will be included in Commission reports.

The final report must be accompanied by a final itemized list of expenses, along with invoices (when available) and proof of payment for each item that has not been previously reimbursed.

## Final Reimbursement

All payments of grant funds are made on a reimbursable basis upon completion of the project, submission of a project report, and acceptable proof of incurred allowable expenses that are consistent with the approved budget contained in the funding agreement. Grant recipients may be eligible to submit at least one partial reimbursement during the grant cycle, to help offset up-front costs, provided the match requirement is met for the partial amount and all documentation is submitted. The final 10% of the grant award amount will be held until the final report is processed and accepted.

Once the final report has been processed and accepted, the THGAAC will submit a reimbursement request to the THC. The THC will process the reimbursement.

Expenses incurred prior to the commencement date of the grant cycle, or after the deadline of the grant cycle, are not eligible for reimbursement. The 2023 Grant Cycle will be August 1, 2023 through July 31, 2025.

## Official Closing

Upon the processing of the final reimbursement by the THC, the THGAAC's Grant Specialist will send a closing letter to all grant recipients, stating the final reimbursement amount and date. This will officially close the grant.

## Audits and Future Eligibility for THGAAC Grants

Grant recipients are subject to audit by the State of Texas and/or by an external auditor employed by the THGAAC or the THC, in compliance with state audit standards.



The THGAAC and/or the THC has the right to use grant-funded resources in any educational or promotional materials.

THGAAC grant recipients are expected to comply with the requirements outlined in their legally binding funding agreement. If a recipient does not understand a requirement, or has questions about how to meet that requirement, they should contact the THGAAC's Grant Specialist as soon as possible. Failure to meet the requirements of the funding agreement may result in future ineligibility to apply for a THGAAC grant.

# VI. Resources

All current THGAAC grant materials are available on the Commission's website. These include:

1. The THGAAC Grant Handbook;
2. The Criteria and Procedures document;
3. The template for letters of intent; and
4. The Grant application form.

The [Texas Grant Management Standards](#) (TxGMS) are available through the website of the [Texas Comptroller of Public Accounts](#). The TxGMS provide the foundation for the THGAAC's Grant Program.

The THGAAC Grant Specialist is available to answer any questions regarding the Grant Program. Please contact Cheyanne Perkins by email ([cheyanne.perkins@thgaac.texas.gov](mailto:cheyanne.perkins@thgaac.texas.gov)) or phone ([512] 463-5674).