

INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract ("Contract") is entered into effective September 9th, 2024, ("Effective Date"), by and between the State agencies shown below as Contracting Agencies, pursuant to authority granted in and in compliance with the *Interagency Cooperation Act, Chapter 771, Texas Government Code*.

I. CONTRACTING AGENCIES:

Receiving Agency: Railroad Commission of Texas, an agency of the State of Texas
1701 N. Congress
Austin, TX 78701

Performing Agency: The University of Texas at Austin
Texas Executive Education
1900 University Ave, L078
Austin, TX 78705

II. PURPOSE:

The purpose of this Contract is for Receiving Agency to obtain the services of Performing Agency to provide various training services to Railroad Commission (RRC) employees.

III. STATEMENT OF SERVICES TO BE PERFORMED:

The Performing Agency will perform the work and provide services in accordance with **Exhibit A – Statement of Work and Budget**. If additional training services are needed, Receiving Agency will notify Performing Agency, and the additional training services will be added to the Agreement in a duly executed amendment.

IV. WARRANTIES:

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Agency warrants that (1) it has authority to perform the services under authority granted in *Texas Education Code, Section 65.31, Texas Government Code, Chapter 771*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

V. COMPENSATION:

Receiving Agency will compensate Performing Agency in accordance with **Exhibit A – Statement of Work and Budget**. The total amount of this Contract shall not exceed seventy-three thousand, eight hundred dollars and zero cents (\$73,800.00) for the

initial term of the agreement. This estimated amount includes the costs for the maximum number of additional trainees (ref. **Exhibit A**).

Additional fees for items which could not be computed at the time that this Agreement was signed, which may include such items as additional participants, food and beverages, materials, and "cost plus" work-hour charges, will be added to the Agreement in a duly executed amendment.

VI. PAYMENT FOR SERVICES:

Performing Agency will invoice. Receiving Agency shall pay invoices for services within thirty (30) days of the invoice date.

In accordance with Chapter 771, *Texas Government Code*, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

VII. TERM OF CONTRACT:

This Contract will begin on the Effective Date and will expire on August 31, 2025. The term of the Contract may be renewed annually by a written amendment to this Contract signed by the duly authorized representatives of the parties here to. The Contract may be renewed for two (2) additional renewal terms of one year as set forth in the schedule below.

- September 1, 2025 – August 31, 2026
- September 1, 2026 – August 31, 2027

VIII. CONTACTS

Contact for Receiving Agency is: David Spivey
Professional Development Manager
Railroad Commission of Texas
Phone: (512) 463-0391
Email: David.Spivey@rrc.texas.gov

Contact for Performing Agency is: Lynn Slattery
1900 University Ave, L078
Austin, TX 78705
Email: Lynn.Slattery@mcombs.utexas.edu

IX. RESCHEDULE/CANCELLATION POLICY:

- A. The Performing Agency agrees to reschedule or "slip" dates for services in the event of emergencies such as acts of God, strikes, critical workloads, or any problem which results in the non-availability of personnel. If a request for rescheduling is not made far enough in advance to prevent expenditures by the Performing Agency, the Receiving Agency agrees to pay for expenditures incurred. Expenditures are defined as any costs incurred by the Performing Agency that are necessary and associated with the Performing Agency's efforts to provide service(s) as agreed upon within this document and changes/amendments hereto. Expenditures for travel and travel-related expenses will be reimbursed at the standard rate authorized by the Performing

Agency, and other work-hours will be reimbursed at the fee schedule authorized in this Agreement or at the standard Performing Agency work-hour rate, whichever is more. All other expenses will be reimbursed at cost.

- B. If the Receiving Agency provides five (5) or fewer business days' notice to cancel a workshop, the Receiving Agency will be billed and responsible for 100% of all course fees plus all non-refundable travel expenses incurred (ex. Instructor airfare). If the Receiving Agency provides six (6) to thirty (30) business days' notice, the Receiving Agency will be billed and responsible for 50% of all course fees plus all non-refundable travel expenses. If more than thirty (30) business days' notice is given, the Receiving Agency will be responsible for 20% of all course fees plus all non-refundable travel expenses. If a course is scheduled 30 days or more in advance and cancelled within five (5) business days of scheduling the course, the Receiving Agency will not be responsible for any fees or expenses.

X. TERMINATION:

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period.

XI. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Agency: Railroad Commission of Texas
1701 N. Congress
Austin, TX 78701
Attention: Sonya Patterson

If to Performing Agency: The University of Texas at Austin
DBA: Texas Executive Education
1900 University Ave, L078
Austin, TX 78705

Robert B. Rowling Hall
300 W. Martin Luther King, Jr. Blvd.
Austin, Texas 78705

Postal Address
1900 University Ave, F2900
Austin, TX 78712

or such other person or address as may be given in writing by either agency to the other in accordance with this Section.

XII. INTELLECTUAL PROPERTY

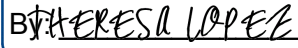
Performing Agency and/or its instructors will own all the intellectual property rights, including but not limited to copyrights in the materials customized for the program, except for any materials provided by Receiving Agency and designated as proprietary to Receiving Agency. Receiving Agency may not teach the program, or use the materials outside of the program, without the prior written consent of Performing Agency. Nothing shall preclude Performing Agency from customizing for itself, or for others, materials which are similar with those produced as a result of the services provided hereunder. Receiving Agency's training participants may retain a copy of course handouts for personal reference.

XIII. CERTIFICATION. The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the Effective Date.

RECEIVING AGENCY:

Railroad Commission of Texas

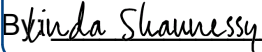
DocuSigned by:

 14B39531B36E43C...

Theresa Lopez CTCD, CTCM
 Director of Operations
 Signing on behalf of Wei Wang
 Executive Director

Date: 2024-08-29 | 07:38:11 CDT

PERFORMING AGENCY:

The University of Texas at Austin

DocuSigned by:

 D9E4716847F042B...

Linda Shaunessy
 Business Contracts Administrator

Date: 2024-08-29 | 05:17:18 PDT

EXHIBIT A
STATEMENT OF WORK AND BUDGET

I. Statement of Work

A. The Performing Agency will perform the following services ("services"):

1. Provide qualified instructor(s) to conduct courses.
2. Provide electronic copies of training materials and general supplies.
3. Provide meeting room and location, if hybrid sessions are needed.
4. Reserve space at the Rowling Hall at the University of Texas

B. Receiving Agency will:

1. Provide logistics communications prior to training.
2. Provide a list of participants (name, last name, email) to Performing Agency three (3) weeks before start of each training program.
3. Be responsible for providing a training location for the "Advocacy, Influence and Power" course.
4. Notify the Performing Agency in writing if any special arrangements (such as interpreters, computers, etc.) are required under the Americans with Disabilities Act (ADA). The Receiving Agency will provide this notice far enough in advance of the training to allow the required arrangements to be made, and the Receiving Agency will be responsible for any expenses required to comply with ADA.

Balance of page left intentionally blank.

II. Statement of Work Budget

The Receiving Agency will compensate Performing Agency for successful completion of each training session as outlined in this Exhibit A as follows. Dates and times are subject to change.

Description	Cost
Course: Advocacy, Influence and Power <ul style="list-style-type: none">Date: September 9-13, 2024Time: Monday 1:00pm to 4:30pm Tuesday - Thursday 8:80am to 4:30pm Friday 8:30am to 12:00pmLocation: Rowling Hall at The University of Texas at AustinMaximum # of Participants: 16Speakers: Dr. John Daly, Dr. David Harrison, Dr. Gaylen Paulson, and Dr. Katie PrichettFaculty includes: Class, A/V, afternoon snacks and drinks, Happy Hour on Monday, full package Tuesday – Thursday and breakfast on Friday.Notices: Any and all requests, authorizations. Consents or notices required hereunder will be submitted in writing to the applicable representative listed below or their degree.	Training Fee Facility Fee Total: \$73,800.00
Grand Total for 1 Class	\$73,800.00

Certificate Of Completion

Envelope Id: 944508CB311C473AB2659E50A3D819FF

Status: Completed

Subject: Signature request on Contract Railroad Commission of Texas - Texas Executive Education

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

UT Business Contracts

AutoNav: Enabled

1 University Station

Envelopel Stamping: Enabled

Austin, TX 78712

Time Zone: (UTC-06:00) Central Time (US & Canada)

vpcfo.contracts@austin.utexas.edu

IP Address: 35.170.89.44

Record Tracking

Status: Original

Holder: UT Business Contracts

Location: DocuSign

8/28/2024 7:25:58 PM

vpcfo.contracts@austin.utexas.edu

Signer Events

Linda Shaunessy

lis236@eid.utexas.edu

Business Contracts Administrator

University of Texas at Austin

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



D9E4716847F042B...

Signature Adoption: Pre-selected Style

Using IP Address: 136.49.70.60

Signed using mobile

Timestamp

Sent: 8/28/2024 7:31:49 PM

Viewed: 8/29/2024 7:17:12 AM

Signed: 8/29/2024 7:17:18 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

THERESA LOPEZ

theresa.lopez@rrc.texas.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



14B39531B36E43C...

Signature Adoption: Pre-selected Style

Using IP Address: 204.64.182.38

Sent: 8/29/2024 7:17:19 AM

Viewed: 8/29/2024 7:18:18 AM

Signed: 8/29/2024 7:38:11 AM

Electronic Record and Signature Disclosure:

Accepted: 8/29/2024 7:18:18 AM

ID: 958628fa-1b25-4599-8068-38a5961c64ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Patricia Martinez

pf4787@eid.utexas.edu

Admin. Manager

University of Texas at Austin

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 8/29/2024 7:17:20 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Joe Kozik jmk28@eid.utexas.edu Senior Admin Associate University of Texas at Austin Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/29/2024 7:38:13 AM
Sonya Patterson sonya.patterson@rrc.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/29/2024 7:38:12 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/28/2024 7:31:49 PM
Certified Delivered	Security Checked	8/29/2024 7:18:18 AM
Signing Complete	Security Checked	8/29/2024 7:38:11 AM
Completed	Security Checked	8/29/2024 7:38:13 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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