

INTERAGENCY COOPERATION CONTRACT
BETWEEN
THE RAILROAD COMMISSION OF TEXAS
AND
TEXAS STATE UNIVERSITY

This Interagency Cooperation Contract ("Contract") is entered into by and between the **Railroad Commission of Texas ("RRC")**, a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701, and **Texas State University ("TXST")** ("Performing Agency"), a Texas State Agency and Public Institution of Higher Education located at 601 University Drive San Marcos, TX 78666-4684 (individually "Party"; collectively "Parties"), pursuant to the authority granted by and in compliance with the provisions of "The Interagency Cooperation Act," Chapter 771 and Texas Government Code Chapter 2155 and Texas Natural Resources Code Chapter 89.

WHEREAS, Texas Government Code Chapters 2155 and Texas Natural Resources Code Chapter 89, the RRC is the state agency that regulates the oil and gas industry, natural gas utilities, pipeline safety, and the natural gas and hazardous liquid pipeline industry in Texas and has been charged with cultural monitoring for the RRC Abandoned Oil and Gas Well Plugging Project.

WHEREAS, the RRC does not have experienced or qualified personnel to perform the investigation to identify and characterize cultural resources that may be exposed during the implementation of the RRC's statewide well-plugging efforts; and

WHEREAS, the RRC has determined that Texas State University through its Center for Archaeological Studies ("CAS") is experienced and well-qualified to conduct desktop cultural resources reviews for each well plugging project; and

WHEREAS, the RRC and TXST find that it would be in their mutual best interest to enter into this Contract whereby TXST through its CAS agrees to provide cultural monitoring desktop review for the RRC.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the RRC and Texas State University agree as follows:

I. CONTRACT DOCUMENTS.

1.01. CONTRACT DOCUMENTS. The Contract documents incorporated herein by reference include:

- a. This Contract, and any amendments hereto;
- b. Appendix A, National Historic Preservation Act ("NHPA") Desk Reviews Scope of Work, and
- c. Appendix B, Orphan Well Program Office ("OWPO") Desktop Review Form.
- d. Appendix C, Cultural Monitoring Services Budget.

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01.a. through 1.01.d. are attached hereto and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this **Contract** shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved by applying the order of priority as listed below:

- a. This Contract; and any amendments hereto; then
- b. Appendix A, NHPA Desk Reviews Scope of Work, Appendix B, OWPO Desktop Review Form, and Appendix C, Cultural Monitoring Services Budget

II. CONTRACTING AGENCIES.

- 2.01 The Railroad Commission of Texas (Receiving Agency)
- 2.02 Texas State University (Performing Agency)

III. STATEMENT OF WORK TO BE PERFORMED.

SCOPE OF SERVICES. As set forth in greater detail in *Appendix A: NHPA Desk Reviews Scope of Work* incorporated by reference herein, qualified professional archaeologists from CAS will conduct desktop cultural resources reviews for each well plugging project using the form(s) provided by OWPO. See attached *Appendix B: OWPO Desktop Review Form*. The desktop reviews require Texas State University to map the NHPA Area of Potential Effects, identify historic properties, and assess the project effects on those properties. Travel is not anticipated as part of this scope of work.

3.01. The performing agency shall conduct NHPA desktop reviews in accordance with Appendix C on wells located on privately owned land that have been identified by RRC as orphaned wells that will be plugged using federal funding from the OWPO. Term 26 of the RRC grant award requires OWPO to review and approval of RRC's documentation of compliance with the National Historic Preservation Act.

3.02. In completing each desktop review, Texas State University shall consult a variety of resources as appropriate including:

- The Texas Historical Commission's Archaeological Sites Atlas,
- USGS historic topographic maps,
- USDA web soil surveys,
- County Property Appraiser website information,
- Other resources as necessary to develop a historical context.

3.03. CAS will coordinate with the RRC regarding their project priorities and the order in which they need the desktop reviews conducted, depending on the implementation schedule determined by the RRC. CAS will submit the desktop review forms and Determination of Eligibility (DOE) requests to the RRC for review. After addressing any comments or questions, RRC will submit the forms and DOEs to OWPO for review. DOE requests will be submitted through the Texas Historical Commission's "DOE Direct" online submission system upon completion. CAS will provide written notification to the RRC and OWPO upon DOE submission and will promptly share the Texas Historical Commission's review determinations as soon as they are available (Texas Historical Commission has a 30-day review period). The present proposal does not include work associated with completing the National Register Nomination Form.

IV. CONSIDERATION.

4.01. CONTRACT AMOUNT. As consideration for TXST's performance, RRC agrees to pay TXST an amount not-to-exceed the sum of **FOUR HUNDRED ONE THOUSAND DOLLARS AND TWO HUNDRED FIFTY-SIX DOLLARS AND ZERO CENTS (\$401,256.00)** for providing the cultural monitoring services required to fulfill the terms of this Contract.

V. BASIS FOR REIMBURSABLE COSTS.

5.01. REIMBURSABLE COSTS. Expenditures shall be reimbursed on a cost-reimbursable basis in accordance with the budget attached hereto as *Appendix C: Cultural Monitoring Services Budget*.

VI. PAYMENT FOR SERVICES.

6.01 PAYMENT. Payments shall be made by the Receiving Agency on a cost-reimbursable basis upon receipt of monthly invoice from the Performing Agency for actual expenditures. Payments under this IAC are due within thirty (30) days from receipt of invoice through the Interagency Transaction Voucher (“ITV”) process, in accordance with § 771.008 of the Texas Government Code. This Contract is entered into under a non-profit mission expectation, and accordingly, any positive net difference between actual costs of providing services to Receiving Agency and the payments hereunder shall be returned to Receiving Agency. Notwithstanding the budget estimates in *Appendix C: Cultural Monitoring Services Budget*, payments under this Contract shall be limited to the actual expenses of Performing Agency to provide the services under the Contract. Performing Agency shall maintain receipts and other records necessary to verify that Receiving Agency is only billed for actual expenses incurred. Upon completion of all work under the Contract and written notice to Performing Agency, Performing Agency shall provide a full accounting of actual expenses incurred under this Contract supported by documentation, and any surplus in payments exceeding ten percent (10%) of actual expenses by Performing Agency shall be returned to Receiving Agency within sixty (60) days.

6.02. PAYMENT METHOD. ITV INFORMATION. The RTI is 213842. The Vendor Number is 37547547549, the Mail Code is 004.

VII. TERM OF CONTRACT.

7.01. TERM. This Contract shall be effective upon the date of the last Party's signature to the Contract and shall continue through August 31, 2025, unless terminated earlier by either party, as provided in Section 7.02.

This Contract may be extended only through written amendment to the Contract, fully executed prior to expiration of the Contract term in effect prior to execution of the applicable amendment to the Contract. RRC reserves the right to renew the Contract for two (2) additional one-year renewal under the same terms and conditions plus any RRC approved Changes.

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

7.02. EARLY TERMINATION. Either party may terminate this Contract, with or without cause at their sole discretion, upon forty-five (45) days prior written notice to the other. Upon receipt of notice of early termination, TXST shall cancel, withdraw, or otherwise terminate outstanding orders which relate to the performance of this Contract and shall otherwise cease to incur any future costs under this Contract. Early termination will be subject to an equitable settlement of the respective interests of the parties accrued up to the date of termination, including but not limited to payment for all non-cancellable expenditures as well as work satisfactorily performed up to the effective date of termination. If this Contract is terminated for any reason, neither party shall be liable for any damages, claims, or losses, or any other amounts arising from or related to any such termination

7.03. AMENDMENT. TXST will maintain an ongoing relationship with the RRC during the Contract Term and will collaborate with the RRC on any modifications that may be necessary to the Services to meet the objectives of the Contract. A change may not be made to the Services except by written request signed by the RRC and TXST (an “Amendment”). Each Amendment shall be sequentially numbered and deemed to

automatically incorporate the terms of this Contract. Any alterations, additions, or deletions to the terms of this Contract shall be by an Amendment, in writing and executed by both Parties to this Contract. Costs not included and pre-approved by the RRC shall not be eligible for reimbursement.

VIII. FUNDING.

8.01. NO DEBT. This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or RRC and/or TXST in violation of TEX. CONST. art. III, § 49. In compliance with TEX. CONST. art. VIII, § 6, it is understood that all obligations of RRC hereunder are subject to the availability of federal funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

IX. CLAIMS.

9.01. Both parties agree that upon receipt of a notice of claim or action arising out of the cultural monitoring services, the party receiving such notice will notify the other party promptly. RRC agrees, to jointly coordinate any defense against any actions brought or filed against TXST, System, their Regents, officers, agents and/or employees with respect to the services provided to RRC under this Contract, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of The Texas Attorney General.

X. FORCE MAJEURE.

10.01. FORCE MAJEURE. Except as otherwise provided, neither RRC nor TXST is liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise or due foresight, such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.

XI. MISCELLANEOUS PROVISIONS.

11.01. INCORPORATION BY REFERENCE. Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the services under this Contract.

11.02 GOVERNING LAW AND VENUE. This Contract shall be governed and construed in accordance with the laws of the State of Texas. **VENUE OF ANY SUIT BROUGHT FORBREACH OF THIS CONTRACT SHALL BE FIXED IN ANY COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS; provided, however, the foregoing shall not be construed as a waiver of sovereign immunity by either party.**

11.03 DISPUTE RESOLUTION. The parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.

11.04 SEVERANCE. Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from

the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect.

11.05 HEADINGS. The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract.

11.06 NOTICES. Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Texas State University at the addresses set forth below:

RRC:

The Railroad Commission of Texas
Attention: Theresa Lopez, Director of Operations
1701 North Congress Ave
Austin, TX 78701

Phone: 512-463-6953
Email: Theresa.Lopez@rrc.texas.gov

Texas State University:

Texas State University
Attention: Amy E. Reid, Curator & Assistant Director
Center for Archaeological Studies
601 University Drive
San Marcos, TX 78666-4615

Phone: 512-245-2724
Email: areid@txstate.edu

With copy to:

Marivel Alvarez
Senior Director, Office of Sponsored Programs
601 University Drive, JCK 420
San Marcos, TX 78666-4684

Phone: 512-245-2102
Email: grants@txstate.edu

Notice given in any other manner shall be deemed effective only when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

XII. ACCESS TO PUBLIC INFORMATION.

12.01. TXST is required to make any information created or exchanged with RRC pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to RRC.

12.02 During the course of the work and/or services to be provided under this Contract, TXST may come in contact with confidential information of RRC. TXST agrees to, subject to applicable law and limitation, treat as confidential the information or knowledge that becomes known to TXST or its center, CAS, during performance of this Contract and not to use, copy, or disclose such information to any third party unless

authorized in writing by RRC or in accordance with applicable law. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. TXST shall promptly notify RRC of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Contract shall return to RRC all confidential information in the TXST's possession or control. TXST will use the same care to avoid disclosure, publication or dissemination of Confidential Information as it uses with its own similar confidential information.

XIII. GENERAL PROVISIONS.

13.01. Both Parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either Party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either Party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or canceled and be deemed null and void. In the event of a termination or cancellation under this section, neither party will be liable to the other party for any damages which are caused or associated with such termination or cancellation. The party terminating or canceling under this section shall not be required to provide advance notice.

13.02. The Parties do hereby 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 agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

13.03. RRC certifies that it has the authority to contract for the above services by authority granted in Tex. Gov. Code Ann., Chapter 771.

13.04. TXST certifies that it has the authority to perform the services contracted for by authority granted in Tex. Gov. Code Ann., Chapter 771.

13.05. Neither party may assign its rights or obligations under this Contract without the prior written consent of the other party hereto.

13.06. This Contract contains all of the agreements of the parties hereto, and no verbal nor written agreement shall have any force or effect if not contained herein.

13.07. Both parties certify that each is presently and at all times shall comply with all applicable state and federal laws governing or otherwise relating to this Contract.

13.08. All appendices, attachments, and exhibits referenced herein are Contract Documents incorporated by reference into this Contract as if fully set forth herein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory represents and warrants that they have the authority to execute the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

TEXAS STATE UNIVERSITY

DocuSigned by:
By: Theresa Lopez, Director of Operations
Theresa Lopez, CTCM, CTCD
Director of Operations
Signing on behalf of Wei Wang
Executive Director

Signed by:
By: Shreekanth Mandayam
Dr. Shreekanth Mandayam,
Vice President for Research

Date of Execution: 2/12/2025

Date of Execution: 2/12/2025

RRC use only below this line.

Division Director: DS

Date: 2/6/2025

Chief Administrative Officer: LS

Date: 2/7/2025

Director of Operations: TL

Date: 2/6/2025

Office of General Counsel: DS

Date: 2/7/2025