

## INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract (“Contract”) is entered into effective November 1, 2022 (“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, an agency of the State of Texas  
Extended Campus Custom Training (ECCT)  
UT Administration Building (UTA)  
1616 Guadalupe Street  
2<sup>nd</sup> Floor, Room 2.408  
Austin, TX 78701-1256

### 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 forty-seven thousand, two hundred eighty-four dollars and fifty-two cents (\$47,284.52) 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 for services within seven (7) days of completion of each training session.

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, 2023. The term of the Contract may be extended annually by a written modification signed by the duly authorized representatives of the parties here to.

**VIII. CONTACTS**

Contact for Receiving Agency is: David Robinson  
Professional Development Manager  
Railroad Commission of Texas  
Phone: (512) 463-0391  
Email: David.Robinson@rrc.texas.gov1

Contact for Performing Agency is: Melissa Kirk  
Senior Administrative Program Coordinator  
melissa.kirk1@austin.utexas.edu  
512-471-0317

**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  
Office of the Senior Vice President and CFO  
110 Inner Campus Drive, Suite 102  
Austin, TX 78712  
Attention: Darrell Bazzell

With copy to: The University of Texas at Austin  
Extended Campus Custom Training  
UT Administration Building (UTA)  
1616 Guadalupe Street, Room 2.204  
Austin, TX 78701  
Email: ecct@austin.utexas.edu

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:  
By: Wei Wang  
A320E7878B01444...

Name: Wei Wang

Title: Executive Director

Date: 2022-11-09 | 12:24:27 PST

**PERFORMING AGENCY:**

The University of Texas at Austin

DocuSigned by:  
By: Linda Shaunessy  
D9E4716847F042B...

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: 2022-11-03 | 09:00:10 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 Zoom meeting room, if hybrid sessions are needed.
4. Reserve space at the Thompson Conference Center (TCC) for training. All training will be held at TCC.

B. Receiving Agency will:

1. Provide logistics communications prior to training through [ecct@austin.utexas.edu](mailto:ecct@austin.utexas.edu).
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 “Effective Strategies for Public Speaking” 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
<p><b>Course:</b> Making the Transition from Employee to Manager</p> <ul style="list-style-type: none"> <li>• Date: 11/14/2022</li> <li>• Time: 8:30AM – 4:30PM</li> <li>• Location: Thompson Conference Center</li> <li>• Minimum # of Participants: 15</li> <li>• Maximum # of Participants: 30</li> <li>• Cost per attendee (up to 30): \$309.83</li> <li>• If a class exceeds 30, approval from both parties is required. Cost per each additional participant is \$396.</li> </ul>	<p>Max Training Fee: \$9,294.90  Facility Fee: \$1,125.95  <b>Total: \$10,420.85</b></p>
<p><b>Course:</b> Effective Strategies for Public Speaking</p> <ul style="list-style-type: none"> <li>• Date: 12/06/2022 – 12/07/2022</li> <li>• Time: 8:30AM – 4:30PM</li> <li>• Location: TBD</li> <li>• Cost for 12 participants: \$7,149</li> <li>• Cost per attendee (13 – 30): \$496.00</li> <li>• Maximum # of Participants: 30</li> </ul>	<p>Max Training Fee: \$16,077.00  Facility Fee: N/A  <b>Total: \$16,077.00</b></p>
<p><b>Course:</b> Making the Transition from Employee to Manager</p> <ul style="list-style-type: none"> <li>• Date: 02/28/2023</li> <li>• Time: 8:30AM – 4:30PM</li> <li>• Location: Thompson Conference Center</li> <li>• Minimum # of Participants: 15</li> <li>• Maximum # of Participants: 30</li> <li>• Cost per attendee (up to 30): \$309.83</li> <li>• If a class exceeds 30, approval from both parties is required. Cost per each additional participant is \$396.</li> </ul>	<p>Max Training Fee: \$9,294.90  Facility Fee: \$1,125.95  <b>Total: \$10,420.85</b></p>
<p><b>Course:</b> Making the Transition from Employee to Manager</p> <ul style="list-style-type: none"> <li>• Date: 06/13/2023</li> <li>• Time: 8:30AM – 4:30PM</li> <li>• Location: Thompson Conference Center</li> <li>• Minimum # of Participants: 15</li> <li>• Maximum # of Participants: 30</li> <li>• Cost per attendee (up to 30): \$309.83</li> <li>• If a class exceeds 30, approval from both parties is required. Cost per each additional participant is \$396.</li> </ul>	<p>Max Training Fee: \$9,294.90  Facility Fee: \$1,070.92  <b>Total: \$10,365.82</b></p>
<b>Grand Total for 4 Classes</b>	<b>\$47,284.52</b>

**Certificate Of Completion**

Envelope Id: 6746939D994E4E9EA4F375F99D75107A	Status: Completed
Subject: Signature request on Contract Railroad Commission of Texas - Extended Campus Custom Training	
Source Envelope:	
Document Pages: 6	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	UT Business Contracts
Time Zone: (UTC-06:00) Central Time (US & Canada)	1 University Station
	Austin, TX 78712
	vpcco.contracts@austin.utexas.edu
	IP Address: 199.188.157.82

**Record Tracking**

Status: Original	Holder: UT Business Contracts	Location: DocuSign
11/3/2022 9:26:55 AM	vpcco.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**

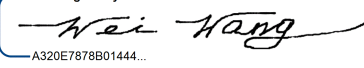
DocuSigned by:  
  
 D9E4716847F042B...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 107.77.196.117  
 Signed using mobile

**Timestamp**

Sent: 11/3/2022 9:26:56 AM  
 Viewed: 11/3/2022 11:00:02 AM  
 Signed: 11/3/2022 11:00:10 AM

**Electronic Record and Signature Disclosure:**  
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Wei Wang  
 wei.wang@rrc.texas.gov  
 Interim Executive Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 A320E7878B01444...  
 Signature Adoption: Drawn on Device  
 Using IP Address: 204.64.182.38

Sent: 11/3/2022 11:00:13 AM  
 Viewed: 11/3/2022 11:15:57 AM  
 Signed: 11/9/2022 2:24:27 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 11/3/2022 11:15:57 AM  
 ID: 52772c44-6b98-4851-b623-4271884ba0ec

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

Michelle Jones  
 meeshell@eid.utexas.edu  
 Assoc. Business Contract  
 University of Texas at Austin  
 Security Level: Email, Account Authentication (None)

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Carbon Copy Events	Status	Timestamp
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CBS Procurement  
CBS-Procurement@austin.utexas.edu  
Security Level: Email, Account Authentication (None)

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Sent: 11/9/2022 2:24:29 PM

**Electronic Record and Signature Disclosure:**  
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Melissa Kirk  
msk957@eid.utexas.edu  
Melissa Kirk - Extended Campus Custom Training  
Security Level: Email, Account Authentication (None)

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Viewed: 11/9/2022 2:48:27 PM

**Electronic Record and Signature Disclosure:**  
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/3/2022 9:26:56 AM
Certified Delivered	Security Checked	11/3/2022 11:15:57 AM
Signing Complete	Security Checked	11/9/2022 2:24:27 PM
Completed	Security Checked	11/9/2022 2:24:29 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you agree to receive notices, disclosures, and documents from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices, disclosures, and documents only in email attachment or paper format. (Please note some transactions may not be conducted via email due to security requirements.) You must inform us of your decision to receive future notices, disclosures, or documents in email attachment or paper format and withdraw your consent to receive notices, disclosures, and documents electronically as described below.

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If you elect to receive required notices, disclosures, and documents only in email attachment or paper format, it will slow the speed at which we can complete certain steps in transactions with you and in delivering services to you because we will need first to send the required notices, disclosures, or documents to you in email attachment or paper format, and then wait until we receive back from you your acknowledgment of your receipt of such email attachment or paper notices or disclosures.

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To update your email address with us, send an email message to the sender or university department listed as the sender in your DocuSign notification email and in the body of such request state that your email address has changed; your previous email address; your new email address. We do not require any other information from you to change your email address.

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- Until or unless I notify The University of Texas at Austin as described above, I consent to exclusively receive, through electronic means, all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by The University of Texas at Austin during the course of my relationship with you.