

INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract (“Contract”) is entered into effective October 31, 2023 (“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
2nd 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 twenty-five thousand, five hundred dollars and zero cents (\$25,500.00) for the initial term of the agreement. This estimated amount includes the costs for the maximum number of additional trainees (ref. **Exhibit A**).

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, 2024. The term of the Contract may be renewed annually by written amendment signed by the duly authorized representatives of the parties hereto prior to the expiration of the Contract term. The Contract shall have three (3) annual renewal options, and each renewal term shall last no more than a year.

VIII. CONTRACT AMENDMENTS AND MODIFICATIONS

This Contract may only be amended or modified by a written instrument signed by the Parties.

IX. CONTACTS

Contact for Receiving Agency is: Wendy O'Neill
Human Resources Director
Railroad Commission of Texas
Phone: (512) 461-3606
Email: wendy.oneill@rrc.texas.gov

Contact for Performing Agency is: Melissa Kirk
Senior Administrative Program Coordinator
Extended Campus Custom Training
Phone: 512-471-0317
Email: melissa.kirk1@austin.utexas.edu

X. RESCHEDULE/CANCELLATION POLICY:

A. Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence.")

Performing Agency agrees to reschedule dates for services in the event of Force Majeure at no additional 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. If the Receiving Agency provides six (6) to twenty (20) business days' notice, the Receiving Agency will be billed and responsible for 50% of all course fees. If more than twenty (20) business days' notice is given, the Receiving Agency will be responsible for 20% of all course fees. If a course is scheduled twenty (20) business 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.

Performing Agency will work with Receiving Agency to reschedule any courses in order to avoid fees, if possible.

XI. TERMINATION:

Either Party may terminate this Contract upon thirty (30) days' advance written notice of termination for any reason.

XII. 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, or email (to the extent an email address is set forth below) and addressed as follows:

If to Receiving Agency: Railroad Commission of Texas
1701 N. Congress
Austin, TX 78701
Attention: Sonya Patterson
Email: sonya.patterson@rrc.texas.gov

If to Performing Agency: The University of Texas at Austin
Office of the Vice President and CFO
110 Inner Campus Drive, Suite 102
Austin, TX 78712
Attention: Daniel T. Slesnick

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.

XIII. 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.

XIV. 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

By: Danny Somells
5D99A45E434042D...

Name: Wei Wang

Title: Executive Director

Date: 11/1/2023

PERFORMING AGENCY:

The University of Texas at Austin

DocuSigned by:
Linda Shaunessy
D9E4716847F042B...

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: 2023-10-30 | 15:19:56 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 in-person courses.
2. Provide electronic copies of training materials and general supplies.
3. Provide Proof of Completions to attendees via email within ten (10) business days following the class completion date.

B. Receiving Agency will:

1. Provide logistics communications prior to training through ecct@austin.utexas.edu.
2. Provide a list of participants (name, last name, email) to Performing Agency one (1) week before the start of each training program.
3. Be responsible for providing a training location at the Barbara Jordan Building for the “Making the Transition” 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. Receiving Agency will provide this notice far enough in advance of the training to allow the required arrangements to be made, and Receiving Agency will be responsible for any expenses required to comply with ADA. Receiving Agency must abide by the University of Texas at Austin Disability & Access (D&A) policies regarding disability services.

Reference: <https://diversity.utexas.edu/disability/documentation-guidelines/> for documentation guidelines.

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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: Making the Transition from Employee to Manager <ul style="list-style-type: none"> • Date: December 4, 2023 • Time: 8:30 am – 4:00 pm • Location: Barbara Jordan Building • Minimum # of Participants: 15 • Maximum # of Participants: 30 • Cost per attendee (up to 30): \$425.00 per participant 	Max Training Fee: \$12,750.00
Course: Making the Transition from Employee to Manager <ul style="list-style-type: none"> • Date: April 9, 2024 • Time: 8:30 am – 4:00 pm • Location: Barbara Jordan Building • Minimum # of Participants: 15 • Maximum # of Participants: 30 • Cost per attendee (up to 30): \$425.00 per participant 	Max Training Fee: \$12,750.00
Grand Total for 2 Classes:	\$25,500.00

Certificate Of Completion

Envelope Id: B1CA7B973E544C61B455AB947A9B67BA

Status: Completed

Subject: Complete with DocuSign: Agreement . Railroad Commission of Texas - ECCT (Dec. '23 & April '24).docx

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 2

Initials: 0

UT Business Contracts

AutoNav: Enabled

1 University Station

Enveloped Stamping: Enabled

Austin, TX 78712

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

vpcco.contracts@austin.utexas.edu

IP Address: 98.232.151.164

Record Tracking

Status: Original

Holder: UT Business Contracts

Location: DocuSign

10/30/2023 1:12:45 PM

vpcco.contracts@austin.utexas.edu

Signer Events**Signature****Timestamp**

Linda Shaunessy

lis236@eid.utexas.edu

Business Contracts Administrator

University of Texas at Austin

Security Level: Email, Account Authentication
(None)

DocuSigned by:



D9E4716847F042B...

Sent: 10/30/2023 1:12:45 PM

Viewed: 10/30/2023 5:19:50 PM

Signed: 10/30/2023 5:19:56 PM

Signature Adoption: Pre-selected Style

Using IP Address: 136.49.203.137

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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**

Melissa Kirk

msk957@eid.utexas.edu

Sr Administrative Program Coordinator

Melissa Kirk - Extended Campus Custom Training

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

Sent: 10/30/2023 5:19:57 PM

Viewed: 10/30/2023 8:39:03 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle Jones

meeshell@eid.utexas.edu

Contract Administrator

University of Texas at Austin

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

Sent: 10/30/2023 5:19:57 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
CBS cbs-procurement@austin.utexas.edu Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/30/2023 5:19:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2023 1:12:45 PM
Certified Delivered	Security Checked	10/30/2023 5:19:50 PM
Signing Complete	Security Checked	10/30/2023 5:19:56 PM
Completed	Security Checked	10/30/2023 5:19:58 PM

Payment Events	Status	Timestamps
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