STATE OF TEXAS INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract ("Contract") is entered into by and between the State agencies in Texas shown below as Contracting Agencies, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act," Texas Government Code, Ch.771.

I. CONTRACTING AGENCIES:

The Performing Agency: The University of Texas at Austin

Contact Person: Thomas Owens, CRA

Sr. Contracts Negotiator Office of Sponsored Projects Peter T. Flawn Academic Center (FAC), Suite 426

2304 Whitis Ave.

Austin TX 78712-1111

The Receiving Agency: The Railroad Commission of Texas

Contact Person: Reese Miller, CTCD, CTCM

Contract Manager Operations Division

1701 N. Congress Ave. 10th Floor 180.4C

Austin, TX 78701

II. STATEMENT OF WORK TO BE PERFORMED:

As described in the **DRILLING INSIGHT AND CASING ESTIMATOR SITE**, **FY2026**, attached to this Contract as Exhibit 1 and incorporated into this Contract for all purposes.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

Expenditures shall be reimbursed on a cost-reimbursable basis in accordance with the budget attached hereto as Appendix A- Budget and Appendix B: Budget Justification.

IV. CONTRACT AMOUNT:

The total of this Contract shall not exceed \$200,000.

V. PAYMENT FOR SERVICES:

Payments shall be made by the Receiving Agency on a cost-reimbursable basis upon receipt of monthly invoice from Performing Agency for actual expenditures.

VI. WARRANITES:

Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section 65.31, Texas Education Code and 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.

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 91, Texas Natural Resources Code, and 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.

VII. TERM OF CONTRACT:

This Contract is effective as of September 1, 2025, and shall terminate on August 31, 2026.

VIII. 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-day period.

A Contracting Agency may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to the other Contracting agency.

IX. CERTIFICATIONS:

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.

X. INTELLECTUAL PROPERTY

Performing Agency owns the entire right, title, and interest, including all patents, copyrights and other intellectual property rights, in and to all inventions, discoveries and technology developed solely by Performing Agency in performance of the services under this Agreement.

The Receiving Agency owns the entire right, title, and interest, including all patents, copyrights and other intellectual property rights, in and to all inventions, discoveries and technology developed solely by Receiving Agency in performance of the services under this Agreement.

The Contracting Agencies Jointly own the entire right, title, and interest, including all patents, copyrights and other intellectual property rights, in and to all inventions, discoveries and technology developed jointly by Performing Agency and the Receiving Agency in performance this Agreement ("Joint Technology").

Performing Agency, as authorized by UT System, herby grants to the Receiving Agency an irrevocable, worldwide, royalty free, perpetual, non-exclusive license to use any invention made solely by Performing Agency or made jointly with the Receiving Agency during the performance of services related to this Agreement for the State's non-commercial purposes. Receiving Agency hereby grants to Performing Agency an irrevocable, worldwide, royalty free, perpetual, non-exclusive license to use any invention made solely by the Receiving Agency or made jointly with Performing Agency during the performance of services related to this Agreement for research and academic non-commercial purposes.

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

PERFORMING AGENCY

The University of Texas at Austin

Jussica C. Furnander By: Jessica C. Fernandez

By: Jessica C. Fernandez
Associate Director of Contracting
Office of Sponsored Projects

Date: 2025-08-29 | 14:25:55 PDT

RECEIVING AGENCY

Railroad Commission of Texas

DocuSigned by:

Theresa Lopez, Director of Operations

By: Theresa Esopez, on behalf of Wei Wang

Executive Director

Date: 8/29/2025



OFFICE OF SPONSORED PROJECTS

Vice President for Research, Scholarship and Creative Endeavors

FAC • 2304 Whitis Avenue Ste 426 • Austin, Texas 78712 • (512) 471-6424 • Mail Code A9000

Date: 8/12/2025

To whom it may concern:

The University of Texas at Austin is pleased to endorse the following proposal enclosed for your review.

Title of Application: Drilling Insight & Casing FP Number: FP00012021 JIT

Estimator FY2026

Principal Investigator: Jeffrey Paine, PhD

Project Total Costs: \$200,000

DUNS/UEI: 170230239/V6AFQPN18437 **Cage Code:** 9B981

Project Dates: 9/1/2025 to 8/31/2026

LEGAL IDENTITY

The University of Texas at Austin is an agency of the State of Texas and a component institution of The University of Texas System, governed by the Board of Regents. All awards and agreements must be executed by an authorized official of The University. Individuals, Departments, or Organized Research Units may not directly enter into sponsored research agreements or legally bind The University.

The Office of Sponsored Projects (OSP) serves as the coordinating office for externally funded research projects submitted by The University of Texas at Austin. All proposals to external funding sources for sponsored projects must be submitted through OSP and all awards received for sponsored research must be processed by OSP.

Mailing Address: The University of Texas at Austin

Office of Sponsored Projects

Peter T. Flawn Academic Center (FAC) 2304 Whitis Ave, Suite 426; MC A9000

Austin, Texas 78712-1111

Telephone Number (512) 471-6424 **FAX Number** (512) 232-6649

AWARD NEGOTIATION

The University of Texas at Austin reserves the right to negotiate the terms and conditions of any awarded grant or contract. As an institution of higher education, The University of Texas at Austin intends to perform the work under any awarded grant or contract as fundamental research and reserves the right to: 1) require that the provider notify the University if it is to provide any export controlled

information; 2) to deny receipt of any export controlled materials; and 3) to reject any restrictions on the University's right to publish or otherwise disseminate information relating to this research.

AUTHORIZED OFFICIAL

Angela Graves, CRA, Pre-Award Manager, Office of Sponsored Projects

ADDITIONAL CONTACTS

The University of Texas at Austin

Administrative and budgetary matters regarding the proposal:

Ryan Rousch, Senior Proposal Analyst The University of Texas at Austin Office of Sponsored Projects

Phone: (512) 232-5651

Email: rousch@austin.utexas.edu

Negotiation and execution of agreement:

The University of Texas at Austin Office of Sponsored Projects Peter T. Flawn Academic Center (FAC) 2304 Whitis Ave, Suite 426; (Mail Code A9000) Austin, Texas 78712-1111 Phone: (512) 471-6424; FAX: (512) 232-6649

Email: osp@austin.utexas.edu

Enclosures:

Proposal Statement of Work Budget **Budget Justification**

DRILLING INSIGHT AND CASING ESTIMATOR SITE, FY 2026 (9/1/2025 TO 8/31/2026)

A draft proposal for financial support from the Railroad Commission of Texas

August 1, 2025

<u>Principal Investigator</u>: Jeffrey G. Paine, Bureau of Economic Geology, Jackson School of Geosciences, The University of Texas at Austin; jeff.paine@beg.utexas.edu

SUMMARY

This project is a collaboration between the Bureau of Economic Geology ("Bureau") and the Railroad Commission of Texas ("RRC") and is a continuation of previous work to construct and maintain a public, web-enabled Drilling Insight and Casing Estimator (DICE) site. The project facilitates the use of public data sets to identify protected groundwater, drilling alerts, facilitate Areas of Review (AORs) for injection well permitting, and aid in the estimation of material costs for casing and cementing of wells permitted by the RRC. The project includes four general activities: (1) constructing, reviewing, and maintaining digital data sets, (2) aggregating and hosting information for deep artificial penetrations (well locations) relevant to injection well AORs, (3) scanning RRC's collection of hardcopy geophysical logs ("Q-logs"), and (4) interpreting the geophysical data to assess the base of fresh, Usable Quality Water (UQW), and Underground Sources of Drinking Water (USDW). The DICE site allows the public, oil and gas operators, and RRC staff to view public data sets from RRC, the Bureau, and other state agencies in support of surface casing, well plugging, and other permitted regulatory activities with the goals of protecting fresh water, avoiding drilling hazards, estimating drilling costs, and facilitating injection well AORs.

This project began in 2004 with the development of spatial and tabular data sets for Brazos County, Texas. The project was renewed and approved to include other counties in subsequent years. In each year since 2004, RRC (or TCEQ before 2012) and the Bureau have selected and prioritized counties and areas of the state for which Q-logs were scanned, subsurface data were interpreted, and information made available to the public. By the end of the fiscal year (FY) 2025 project on 8/31/2025, Q-logs will have been scanned for 195 of the 254 counties in Texas (fig. 1) and groundwater interpretations and DICE site data sets will have been completed for 131 counties (fig. 2).

In 2019, RRC and the Bureau began including drilling hazards and artificial penetrations public datasets to reflect current and evolving needs in the energy industry. In 2023, the site received an updated user interface and back-end database architecture that increased performance and

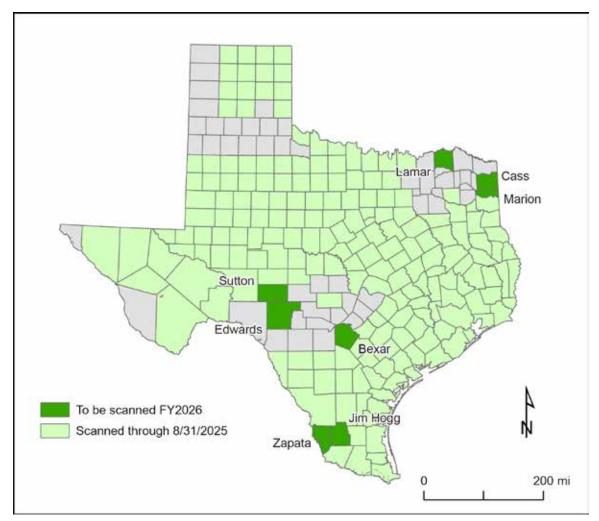


Figure 1. Counties for which Q-log scanning will have been completed through the end of FY 2025, and counties with Q-logs that are proposed to be scanned in FY 2026.

enhanced functionality, including making the process of adding and updating layers easier and making those layers accessible through an internet application programming interface. Drilling alert and artificial penetration layers may include information, especially location and depth, for any natural or manmade subsurface anomaly that could be consequential to subsurface activities, especially drilling of wells and operation of injection wells. Such layers and features may include any type of well, any class of injection well or any mining operations that may be consequential to subsurface activities. This includes public data sets created and maintained by the Bureau and other state agencies. Accordingly, all public data sets have citations including description, proprietorship or ownership, and update frequency. Speculative layers originating inside and outside the RRC are accessible by login access until they are ready for public viewing or are replaced or abandoned.

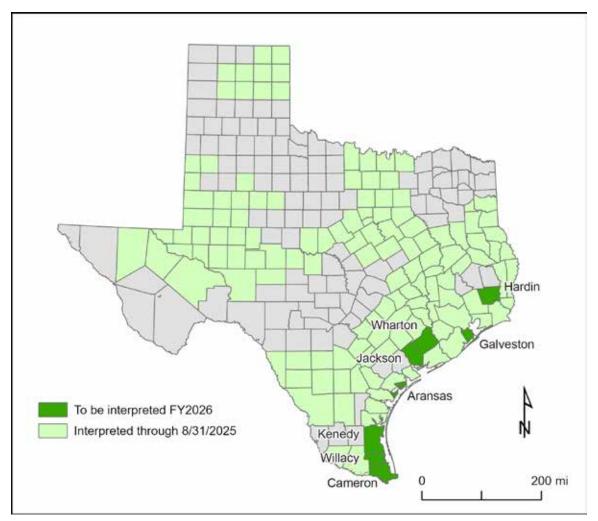


Figure 2. Counties for which interpretation will have been completed through the end of FY 2025 and counties that are proposed to be interpreted in FY 2026 in the Texas coastal zone.

For FY 2026, RRC and the Bureau propose to: (1) scan RRC Q-logs for eight counties in northeastern, central, and southern Texas (fig. 1), (2) interpret surfaces in eight counties within the upper, middle, and lower Texas coastal zone (fig. 2), (3) add newly interpreted surfaces to the DICE site, and (4) continue to make RRC-requested improvements and minor additions to the DICE site. The Bureau will close the FY 2026 project with a report documenting the progress made during the fiscal year. It is expected that this project will be renewed each fiscal year until otherwise determined by the RRC.

SCOPE OF WORK

The Bureau research team will scan geophysical logs from the RRC's Q-log files (these logs were transported from RRC to the Bureau's core repository for permanent storage in 2024), interpret key hydrogeological boundaries in RRC-selected counties, and continue enhancing the drilling alert and artificial penetrations public data sets. The project includes four phases as follows:

Phase 1: Initiate Project and Scan Q-Logs

The initial task for the FY 2026 project includes meeting with the RRC Technical Permitting staff to select the base set of drilling alert and artificial penetration layers and review protocols for public data set citation, maintenance, and update. Discussions will include methods and schedules for collecting and scanning of Q-logs in counties on the list to be scanned. RRC staff have identified the following eight counties for scanning during FY 2026 (fig. 1):

- Jim Hogg County
- Zapata County
- Sutton County
- Cass County
- Marion County
- Edwards County
- Bexar County
- Lamar County

The counties will be scanned in the order listed. If the selected counties are completed before the end of the project year, RRC staff may provide the Bureau with a list of additional counties to scan. RRC staff may, in consultation with the Bureau, adjust the planned log scanning order during FY 2026 as needed to meet agency needs.

In addition to the planned county-focused Q-log scanning, Bureau staff may also identify, locate, and scan additional Q-logs to support the Bureau's ongoing interpretive work on this project. This may include logs in adjacent counties that have not yet been selected for scanning but may be of value to the Bureau's interpretive work.

To support the Q-log scanning and assembly of data sets, the Bureau will also conduct a preliminary study of existing RRC GIS data for the selected counties. Bureau staff will identify Q-logs that have not been digitally located yet from the raster images of the RRC linen location maps or geophysical log headers and review them to determine whether they are suitable for inclusion in the database. If these Q-logs are appropriate for the digital database, Bureau staff will determine locations and add these Q-logs to the digital files for study.

Phase 2: Interpret Subsurface Geologic Data for the DICE Site

RRC staff have identified eight counties in the Texas coastal zone that will be interpreted for this project (fig. 2). These counties include:

- Hardin County (upper Texas coast)
- Galveston County (upper Texas coast)
- Wharton County (middle Texas coast)
- Jackson County (middle Texas coast)
- Aransas County (middle Texas coast)
- Kenedy County (lower Texas coast)
- Willacy County (lower Texas coast)
- Cameron County (lower Texas coast)

The study intervals or horizons will be determined by RRC staff and may be stratigraphic units or intervals, aquifers, top and base of fresh water (1,000 TDS), base of usable quality water (3,000 TDS), or base of underground sources of drinking water (10,000 TDS), depending on the study county and region of Texas. Interpretation surfaces will be determined in consultation with RRC staff.

Other information may also be used to interpret the data, including water-quality data from the Texas Water Development Board (TWDB), operator water-supply wells, and water-quality data provided by RRC.

Bureau staff will develop GIS attribute tables (data spreadsheets), conduct GIS-based structural gridding and analysis for needed horizons, and construct digital layers used for the Web-enabled database. Resulting surfaces will be reviewed by examining layer overlap and visual inspection and will be adjusted as necessary to produce nonintersecting and gapless coverage.

Phase 3: Update the DICE Site

Bureau staff will update the DICE site to include the newly interpreted counties, review the database to ensure accuracy, and complete needed minor database additions and refinements. If necessary, Bureau staff will make minor modifications to the appearance and information portrayal of the DICE site following RRC recommendations.

Phase 4: Final Report

Bureau staff will prepare and submit a final report to the RRC project manager and the RRC contract manager no later than August 31, 2026. The report may be delivered electronically. The final report will provide an overview of activities undertaken and data collected and analyzed during the project, although the primary deliverables are the scanned log images and addition of county digital data sets to the web-based DICE site. The final report may also highlight major activities and key findings, provide pertinent water quality and subsurface analysis, and describe encountered problems and associated corrections.

The final report will document any variances in the scope of work identified in Phases 1, 2 and 3 from the work that was completed during the fiscal year (for example, if Q-logs from one county were not completely scanned because interpretation of an area required additional effort).

SCHEDULE AND METHODS

Updating and providing citations for drilling alert and artificial penetration layers and the log scanning for the project will start at the beginning of the contract year (September 1, 2025) and will continue to August 31, 2026. Initial activities will also include receipt of data from RRC staff for the counties to be interpreted. Work on minor updates, additions, and enhancements of the DICE site will be ongoing and will be completed by August 31, 2026. Interpretation of the geologic data will begin after the project start-up tasks are complete. Interpreted data layers will be entered into the data set for the DICE site after analysis and construction of data layers for the study areas. Additions to the DICE site will be completed by August 31, 2026.

- 1. Begin project September 1, 2025.
- 2. Review and update the inventory of alert and artificial penetration layers.
- 3. Scan Q-logs ongoing until project completion on August 31, 2026.
- 4. Interpret subsurface geologic data and conduct GIS analyses ongoing until project completion on August 31, 2026.

- 5. Maintain DICE site and add new and revised or updated site study areas to the database accessible to the public ongoing until project completion, August 31, 2026.
- 6. Complete new study area updates to DICE site and final report report and updated DICE site submitted to RRC staff by August 31, 2026.

Work for this project uses data provided by the RRC and limited supplemental data produced internally where needed. ArcGIS Pro software is used to prepare surfaces for the DICE website. Data to be used to prepare surfaces include selected Q-log geophysical logs, RRC Determination and HIT shapefiles, RRC well location files and maps, and other RRC data that may be useful during the study. Data to be reviewed during the interpretation will also include water-quality data from TWDB and from water-quality samples acquired and analyzed by RRC, if provided. Periodic meetings with RRC staff will determine geologic aspects of the study areas that will be the focus of the DICE site. Data used in the water quality surface determinations include raster images of geophysical logs and other sources of water-quality information that are organized and analyzed using Petra and ArcGIS Pro. After data layers are constructed and checked through individual layer evaluation, layers are checked by overlap comparisons. After data layers are entered into the estimator data set for ArcGIS Server, the DICE site is reviewed visually for consistency.

BUDGET

The total budget for this FY 2026 project is \$200,000 (App. A and B).

DELIVERABLES

- 1. Web-enabled drilling alert and artificial penetration digital datasets and citations added to the DICE site throughout the project, as requested by RRC.
- 2. Scanned Q-logs provided to RRC from the counties to be scanned (fig. 1), in the order preferred by RRC (due date: ongoing as Q-logs are scanned, but no later than August 31, 2026).
- 3. Web-enabled digital database information for counties chosen by RRC (fig. 2) (due date: ongoing, but no later than August 31, 2026).
- 4. Three quarterly status reports containing status of scanning and interpreting tasks; site upgrades, additions, and enhancements; and usage statistics for the DICE site (due on December 15, 2025, March 15, 2026, and June 15, 2026)
- 5. Final report (Due date: August 31, 2026).

BUREAU RESEARCH STAFF

Jeffrey Paine, Principal Investigator/Research Professor
Aaron Averett, Research Scientist Associate/GIS programmer and analyst
Jennifer Morris, Research Scientist Associate/Geologist
Ben Grunau, Research Scientist Associate/Geologist
William Piejko, Office Assistant

Jeff Paine will serve as Principal Investigator for the project and will coordinate tasks, review progress, perform limited analysis, review, and production of GIS data sets, and prepare reports. Jennifer Morris and Ben Grunau will make geologic and water-quality interpretations, provide information for GIS data sets, perform GIS analyses, and contribute to reports. Aaron Averett will assist with GIS needs, perform GIS analyses, assemble final GIS data sets, program data for addition of new study areas to the DICE site, curate DICE site data, and maintain the active DICE throughout the project duration. William Piejko will scan logs, assist with log data searches and locating wells, and assist with Petra and GIS-based log analysis and interpretation as needed.

APPENDIX A: PROPOSED BUDGET

Category	Amount
Salaries	\$113,960
Fringe Benefits	\$28,995
BEG Administrative Costs	\$25,269
Materials and Services	\$309
Computer Usage	\$5,205
Travel	\$175
UT Indirect Costs	\$26,087
TOTAL	\$200,000

APPENDIX B: BUDGET JUSTIFICATION

Salaries and Roles (Researchers)

All senior personnel are UT employees, employed through the Bureau of Economic Geology. Salary rates are based on currently approved salaries for FY 2025 and are derived from University approved pay plans for the job categories. Salary rates used in the budget are annual salaries, plus longevity pay for those employees who receive it, divided by 12 (months).

Total effort for the principal investigator and collaborating researchers is as follows:

Staff	Effort (months)	Amount
Jeffrey Paine (PI)	0.70	\$12,111.31
Jennifer Morris (geologist)	5.00	\$34,579.47
Ben Grunau (geologist)	5.00	\$33,945.83
William Piejko (log scanner)	5.20	\$20,730.67
Aaron Averett (researcher)	1.25	\$11,629.90

Jeffrey Paine – Principal Investigator, Project Manager; coordinate tasks, review geologic interpretations, monitor progress, and prepare reports.

Jennifer Morris – Geologist; interpret geophysical logs, assemble GIS datasets for relevant stratigraphic and water-bearing horizons, communicate project progress and results with Bureau and RRC staff, provide data for inclusion into DICE site, and provide updates and summaries for the monthly and final reports.

Ben Grunau – Geologist; interpret geophysical logs, assemble GIS datasets for relevant stratigraphic and water-bearing horizons, communicate project progress and results with Bureau and RRC staff, provide data for inclusion into DICE site, and provide updates and summaries for the monthly and final reports.

Aaron Averett – IT expert and web programmer; assemble and construct web-enabled GIS datasets, perform GIS analyses, and modify and update the DICE site as needed.

William Piejko – Office Assistant; participate in scanning logs, assist with log data searches, and locate wells.

Salaries (Other Staff)

Total effort for non-research staff employed on this project is as follows:

	Effort (months)	Amount
Graphics staff (TBD)	0.10	\$500.00
Editor (TBD)	0.10	\$462.50

Fringe Benefits, Vacation, and Sick Leave Benefits

Fringe benefits are a direct cost to a sponsored project. The University's fringe rates are negotiated with its cognizant agency (DHHS) and are part of the University's F&A Cost Rate Agreement. Rates beyond August 31, 2024 are estimates and are provided for budgeting purposes. If fringe rate straddles fiscal years, fringe rate will be averaged and will be charged at the applicable rate at the time the cost is incurred.

	Approved	Projections for Planning Purposes		
Benefits Eligibility	FY 2025 9/1/24 - 8/31/25	FY 2026 9/1/25 - 8/31/26	FY 2027 9/1/26 - 8/31/27	FY 2028 9/1/27 - 8/31/28
Full- and part-time	27.0%	30.5%	31.0%	31.5%
Graduate students	15.4%	14.5%	15.0%	15.5%
Ineligible	6.4%	2.7%	2.7%	2.7%

Additional fringe benefit rate information can be found at https://research.utexas.edu/resources/ grant-management-services/budgeting.

Travel

Travel is limited to mileage for trips from the Bureau to RRC for project meetings and data transfer. Travel costs follow federal and state rates that were approved at the time the budget was created for mileage, per diem, and airfare. Airfare, mileage, in-state and out of state per diem are based on FY 2025 approved reimbursement rate that can be found here: https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php.

Administrative Costs

The Bureau's administrative cost rate is 17% of the total direct costs on projects with a reduced UT indirect cost rate.

Materials, Supplies, and Services

This category includes all expendable supplies for research activities as well as photocopying, report preparation expenses, long distance and cell telephone charges, and other standard office expenses related to this project's report production or office administration specific to this project. Estimates are based upon experience. Only actual expenses as incurred will be charged.

Computer Expenses

Researchers utilize existing computer systems that include a variety of Windows and LINUX workstations, UNIX workstations, mass storage devices, printers and plotters. Separate rates approved by the University are charged for connect time, processing time, and printing. PC usage is based on fixed monthly rates of \$300 per month, approved by the University business office. Computer charges in the budget were computed by the total funded personnel effort months plus personnel effort contributed multiplied by the approved monthly rate.

Indirect Costs

The indirect cost rate of 15% of modified total direct costs is based on the state-agreed rate at the time of the proposal that can be viewed at: https://research.utexas.edu/osp/resources/fa-memo/.



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Jessica C. Fernandez jcf3534@eid.utexas.edu Associate Director of Contracting

The University of Texas at Austin

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Jeffery Paine

painejg@eid.utexas.edu

Research Professor

Security Level: Email, Account Authentication

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Electronic Record and Signature Disclosure:

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Nichole Robinson np2244@eid.utexas.edu

Senior Grants and Contracts Specialist

University of Texas at Austin

Security Level: Email, Account Authentication

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Gwen Hebert

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Certified Delivered	Security Checked	8/29/2025 4:24:53 PM
Signing Complete	Security Checked	8/29/2025 4:25:55 PM
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