

INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract ("Contract") is entered into effective, September 15, 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, an agency of the State of Texas
Lyndon B. Johnson School of Public Affairs;
2315 Red River St.
Austin, TX 78712

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 six thousand, four hundred dollars and zero cents (\$6,400.00) 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, 2026. 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.

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: Trent Thurman
2315 Red River, St.
MC E2700
Austin, Texas 78712-1750
Email: trent.thurman@austin.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: Lyndon B. Johnson School of Public Affairs
2315 Red River, St.
Austin, TX 78712-1750

2315 Red River St., MC 82700
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:
By TERESA LOPEZ
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Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director

Date: 2024-09-25 | 10:30:40 CDT

PERFORMING AGENCY:

The University of Texas at Austin

DocuSigned by:
By Linda Shaunessy
D9E4716847F042B...

Name: Linda Shaunessy
Title: Business Contracts Administrator

Date: 2024-09-24 | 16:50:20 PDT

EXHIBIT A STATEMENT OF WORK AND BUDGET

Session Objectives

By the end of this training, participants will:

1. Understand the core components of Emotional Intelligence (EQ).
2. Learn strategies to enhance self-awareness and self-regulation.
3. Develop skills to improve empathy and social skills in professional settings.
4. Apply EI concepts to real-world scenarios within the workplace.

Session Outline

1. Introduction to Emotional Intelligence

- Definition and Importance
- The Four Dimensions of EI: Self-Awareness, Self-Management, Social Awareness, and Relationship Management

2. Self-Awareness and Self-Management

- Identifying Personal Strengths and Weaknesses
- Techniques for Managing Emotions in High-Stress Situations

3. Social Awareness and Relationship Management

- Enhancing Empathy and Active Listening
- Building Stronger Professional Relationships

4. Practical Application

- Group Discussions
- Strategies for Implementing EI in the Workplace

Post-Session 1:1 Meetings

To further enhance the learning experience, each participant will have the opportunity to schedule a one-on-one meeting with the instructor. These sessions will allow for personalized feedback, goal setting, and tailored strategies to apply Emotional Intelligence in their specific roles.

Assessment: EQi 2.0

All participants will complete the EQi 2.0 Emotional Intelligence assessment prior to the session. The results will be used during the training to provide personalized insights and development plans.

Materials

Participants will receive a comprehensive workbook that includes:

- Session slides
- Key concepts and definitions
- Practical exercises and reflection prompts
- Additional resources for continued learning

Description	Cost
Course: Emotional Intelligence (EI). <ul style="list-style-type: none">• Date: To Be Determined• Location: Virtual Training (via Zoom or preferred platform)• Duration: 4 hours• Maximum # of Participants: 11• Speakers: Trent Thurman, Assistant Dean & Director of Executive Education	<ul style="list-style-type: none">• Instructor Fee: \$2,800• 1:1 Meeting: \$1,500• EQi 2.0 Assessment: \$1,254 (\$114 per participant)• Material: \$760
Grand Total for 1 Class	TOTAL \$6,314.00