

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
THE UNIVERSITY OF TEXAS
TEXAS EXECUTIVE EDUCATION**

This Interagency Cooperation Contract ("Contract") is entered into effective September 1st, 2026 ("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
Texas Executive Education
1900 University Ave, L078
Austin, TX 78705

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 **ONE HUNDRED SEVENTY THOUSAND DOLLARS AND ZERO CENTS (\$170,000)** for the term of the agreement. This estimated amount includes the costs for the maximum number of additional trainees (ref. **Exhibit A**).

Training may be provided under this contract on an as-needed basis. A Not-To-Exceed (NTE) amount has been established; however, the agency is not obligated to utilize or attend the training.

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*, the Receiving Agency shall reimburse the Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to the Performing Agency, in accordance with the terms of the agreement. This estimated amount includes the costs for the maximum number of additional trainees (ref. **Exhibit A**).

VII. TERM OF CONTRACT:

This Contract will begin on the Effective Date and will expire on August 31, 2027. This Contract may not be renewed.

VIII. CONTACTS

Contact for Receiving Agency is: Jared Thompson
Professional Development Manager,
Railroad Commission of Texas
Phone: (512) 463-6969
Email: Jared.Thompson@rrc.texas.gov

Contacts for Performing Agency are: Cheryl Bates
Director of Open Enrollment
1900 University Ave, L078
Austin, TX 78705
Email: cheryl.bates@mcombs.utexas.edu

Lynn Slattery
Director of Custom Programs
1900 University Ave, L078
Austin, TX 78705
Email: lynn.slattery@mcombs.utexas.edu

IX. RESCHEDULE/CANCELLATION POLICY:

... 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 canceled 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
DBA: Texas Executive Education
1900 University Ave, L078
Austin, TX 78705

Robert B. Rowling Hall
300 W. Martin Luther King, Jr. Blvd.
Austin, Texas 78705

Postal Address
1900 University Ave, F2900
Austin, TX 78712

Another person or address 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 that are similar to those produced as a result of the services provided hereunder. Receiving Agency's training participants may retain a copy of the 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: Danny Somells

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Danny Somells

Deputy ED & Director of Oil &
Gas – Oil & Gas Permit Support
Signing on behalf of Wei Wang
Executive Director

Date: 2026-08-18 | 05:17:47 PDT

PERFORMING AGENCY:

The University of Texas at Austin

DocuSigned by:

By: Linda Shaumessy

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Linda Shaumessy

Associate VP for Business
Contracts

Date: 2026-08-17 | 18:45:01 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 meeting room and location if hybrid sessions are needed.
4. Reserve space at the Rowling Hall at the University of Texas

B. Receiving Agency will:

1. Provide logistics communications prior to training.
2. Provide a list of participants (name, last name, email) to the Performing Agency three (3) weeks before the start of each training program.
3. Be responsible for providing a training location for the courses listed in “Exhibit A.”
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.

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II. Statement of Work Budget

The Receiving Agency will compensate the Performing Agency for successful completion of each training session as outlined in this Exhibit A as follows. Courses, dates, and times are subject to change.

EXHIBIT A

Description	Cost
Grow Groundwork Custom Courses • Date: TBD • Time: TBD • Speakers: TBD • Location: Rowling Hall at The University of Texas at Austin • Advocacy, Influence, and Power - 4-Day Custom Course for up to 17 participants • Topic TBD - 2-Day Custom Course for up to 17 participants	Training and Facility Fee for Custom Courses: \$121,000
Grow Opportunity & Grow Wisdom Open Enrollment Courses • Date: TBD • Time: TBD • Speakers: TBD • Location: Rowling Hall at The University of Texas at Austin • Leading High-Performance Teams • Negotiation and Collaborative Decision Making • Leading Change • Performance Management: What Gets Measured Gets Done • Developing Your Leadership Approach and Style • Finance and Accounting for Non-Financial Managers • Decision Quality: Make the Right Choice Every Time • Leading Strategic Decision Making • Strategic Management • Multi-Party Decision Making: From Conflict to Resolution • Human Biases in Decision Making: Avoiding the Traps • Building Engagement: What Leaders Do to Manage Talent • Decision Quality: Make the Right Choice Every Time – On Demand (OD) • Leading Strategic Decision Making On Demand (OD) • Cultivating Ethical Company Culture On Demand (OD) • Modeling and Analytics for Strategic Insight On Demand (OD) • Notices: Any and all requests, authorizations. Consents or notices required hereunder will be submitted in writing to the applicable representative listed below or their designee. If the above courses or agreed course dates are not available, both parties may agree on an alternate date or time.	Training and Facility Fee for Open Enrollment Courses: \$49,000
Grand Total for Courses and Facilities	\$170,000.00