

AMENDMENT NO. 3
CONTRACT NO. 455-21-1026 FOR
INTERAGENCY COOPERATION
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
THE UNIVERSITY OF TEXAS AT EL PASO

THIS AMENDMENT NO. 3 to Interagency Cooperation Contract No. 455-21-1026 (“Contract”) is entered into by and between the State of Texas, acting through the Railroad Commission of Texas (“RRC”), located at 1701 N. Congress Ave., Austin, Texas and The University of Texas at El Paso (“UTEP”), a Texas State Agency and Public Institution of Higher Education located at 500 W. University Ave., El Paso, TX 79968 (individually “Party”; collectively “Parties”) Pursuant to the authority granted by and in compliance with the provisions of "The Interagency Cooperation Act," Texas Government Code, Ch. 771.

WHEREAS, SECTION 6.03. of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, on July 19, 2022, the Parties executed **Amendment No. 1** to the Contract to modify section **6.01 TERM.**, to exercise renewal option one (1) of three (3) to continue the Contract through August 31, 2023, and to modify section **5.01. PAYMENT.**, changing the not-to-exceed amount of the Contract from SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) to ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00), as approved by the Executive Director on July 19, 2022.

WHEREAS, on August 16, 2023, the Parties executed **Amendment No. 2** to the Contract to modify section **6.01 TERM.**, to exercise renewal option two (2) of three (3) to continue the Contract through August 31, 2024, and to modify section **5.01. PAYMENT.**, changing the not-to-exceed amount of the Contract from ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00) to ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$185,000.00), as approved by the Executive Director on August 16, 2023.

WHEREAS, the Parties desire to further amend the Contract terms to their mutual benefit to reflect changed circumstances.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

I. **SECTION 6.01. TERM.**, is deleted in its entirety and replaced with the following:

“This Contract is effective as of September 1, 2021, through August 31, 2025 (reflecting the initial term of the Contract plus the exercised optional renewal term three of three; collectively, “Contract Term”) unless terminated earlier as provided in IAC No. 455-21-1026 Part VI and/or section **6.02 EARLY TERMINATION.**”

II. **SECTION 5.01. PAYMENT.**, is deleted in its entirety and replaced with the following:

“**PAYMENT.** The total amount of fees to be paid by RRC to UTEP under the Contract through the Contract Term shall not exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$250,000.00)**, the total of which includes the current NTE amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$185,000.00)** plus the addition of **SIXTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00)**, as approved by the Commissioners on June 25, 2024. Receiving Agency will pay a one-time, lump-sum payment of \$65,000 to the Performing Agency after the services are rendered, or within 30 days of receipt of the invoice through the Interagency Transaction Voucher (ITV) process, in accordance with § 771.008 of the Texas Government Code. In addition, from time to time, UTEP will issue an invoice for cost reimbursable expenses as established in section 4.01 above RRC shall pay for services received and cost reimbursable expenses from appropriation items or accounts of the RRC from which like expenditures would normally be paid, based upon vouchers drawn by the RRC payable to UTEP.”

Except as expressly amended above, all provisions of the Contract, as amended, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 3; then Amendment No. 2; then Amendment No. 1; and then Contract No. 455-21-1026 in accordance with section 6.03. AMENDMENT., therein.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 3 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

THE UNIVERSITY OF TEXAS AT EL PASO

DocuSigned by:
Theresa Lopez, Director of Operations
Theresa Lopez CTCD, CTCM
Director of Operations
Signing on behalf of Wei Wang
Executive Director

DocuSigned by:
Guadalupe M. Gomez
Guadalupe M. Gomez
Assistant Vice President, Research
Administration

Date of Execution: 8/1/2024

Date of Execution: 8/1/2024

RRC use only below this line.

Division Director: _____ Date: _____
Chief Administrative Officer: LS _____ Date: 7/29/2024
Director of Operations: tl _____ Date: 7/26/2024
Office of General Counsel: _____ DS _____ Date: 7/29/2024