

**AMENDMENT NO. 1
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. 1 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, 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., subparagraph (a.) is deleted in its entirety and replaced with the following:

“This Contract shall be effective as of the date of the last Party’s signature to the original Contract and shall continue through August 31, 2023 (the initial term of the Contract plus the exercised optional renewal term one 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.,** set forth below.

This Contract may be extended only through written amendment to the Contract, fully executed prior to the expiration of the Contract Term in effect prior to execution of the applicable Amendment to the Contract.

RRC reserves the right to renew the Contract for two (2) additional, one-year renewal terms remaining of the original three (3) one-year renewal terms.”

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 **ONE HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$120,000.00)**, the total of which includes the current NTE amount of **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)** plus the addition of **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00)**, as approved by the Executive Director effective as of the date executed by the Parties in this Amendment No. 1. Performing Agency within 30 days of execution of this IAC or within thirty (30) days from receipt of 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. 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. 1 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:
Wei Wang

DocuSigned by:
Dr. Roberto Osegueda

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Wei Wang
Executive Director

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Dr. Roberto Osegueda
Vice President for Research

Date of Execution: 7/19/2022

Date of Execution: 7/19/2022

RRC use only below this line.

Division Director: _____^{DS} 7/15/2022
Chief Operating Officer: KL _____^{DS} 7/14/2022
Director of Operations: TL _____^{DS} 7/14/2022
Office of General Counsel: _____^{DS} 7/14/2022