

**AMENDMENT NO. 3
INTERAGENCY AGREEMENT
BETWEEN
RAILROAD COMMISSION OF TEXAS
AND
THE UNIVERSITY OF TEXAS AT EL PASO**

THIS AMENDMENT NO. 3 is entered into by and between the Railroad Commission of Texas ("RRC"), an agency of the State of Texas, and The University of Texas at El Paso, an agency of the State of Texas and Public Institution of Higher Education ("UTEP"), to amend the original Interagency Agreement ("Agreement") between the parties entered into pursuant to the authority granted by and in compliance with the provisions of the "Interagency Cooperation Act," Texas Government Code §§ 771.001-.010.

WHEREAS, on August 27, 2018 the Parties executed **AMENDMENT NO. 1** to the Agreement modifying **SECTION VI., PARAGRAPH 6.01** to exercise the first renewal option continuing the Contract through August 31, 2019, and **SECTION III., PARAGRAPH 3.01. CONTRACT AMOUNT.**, changing the not-to-exceed renewal amount to SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) during the first renewal term; and

WHEREAS, on August 21, 2019 the Parties executed **AMENDMENT NO. 2** to the Agreement modifying **SECTION VI., PARAGRAPH 6.01.** to exercise the second renewal option continuing the Contract through August 31, 2020, and **SECTION III., PARAGRAPH 3.01. CONTRACT AMOUNT.**, limiting the not-to-exceed renewal amount to SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) during the second renewal term; and

WHEREAS, the parties desire to further amend the Agreement to their mutual benefit, now and therefore, as follows:

I. SECTION VI., PARAGRAPH 6.01., TERM., (as amended through Amendment No. 2), is deleted in its entirety and replaced with the following:

This Contract shall be effective as of the date executed by the Parties and shall continue through August 31, 2021 (the third and final renewal option of the Agreement); and

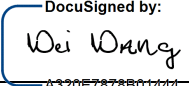
II. SECTION III., PARAGRAPH 3.01. CONTRACT AMOUNT., (as amended through Amendment No. 2), is deleted in its entirety and replaced with the following:

The total amount of fees to be paid under this Contract shall not exceed TWO HUNDRED TWENTY THOUSAND DOLLARS AND ZERO CENTS (\$220,000.00), the total of which includes the addition of a not-to-exceed renewal amount of **SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) for this third and final renewal term**, plus the not-to-exceed renewal amount of SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) through the end of the second renewal term, plus the not-to-exceed renewal amount of SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$60,000.00) through the end of the first renewal term, plus the initial not-to-exceed Contract award amount of FORTY THOUSAND DOLLARS AND NO CENTS (\$40,000.00) through the end of the initial term.

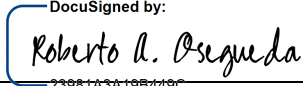
Except as expressly amended above, all provisions of the Agreement (as amended through Amendment No. 2), remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 3, then Amendment No. 2, then Amendment No. 1 and then the original Agreement.

EXECUTION SIGNATURES. By the signatures below, including electronically submitted signatures, each signatory represents and warrants that it has the authority to enter into this Amendment No. 3 on behalf of the respective party. The parties agree that electronically submitted signatures are acceptable. This agreement is to be effective as of the date of the last party to sign.

RAILROAD COMMISSION OF TEXAS

By: 
Wei Wang,
Executive Director



Date of Execution: 8/21/2020**UNIVERSITY OF TEXAS AT EL PASO**

By: 
Dr. Roberto Osegueda:
Vice President for Research

Date of Execution: 8/21/2020

RRC use only below this line

Div. Director: _____

CM COO:  _____OGC:  _____