

AMENDMENT No. 1
TO CONTRACT BETWEEN THE
TEXAS A&M ENGINEERING EXTENSION SERVICE
AND
MESQUITE FIRE DEPARTMENT

This Amendment No. 1 (this "Amendment") is between the Texas A&M Engineering Extension Service ("TEEX"), and Mesquite Fire Department.

The parties originally executed a Memorandum of Understanding, dated November 1, 2023 the "Agreement"), Original Contract # 47-102271 and now desire to amend the Agreement. The parties agree as follows:

1. This Amendment is effective as of the date of last signature below.
2. Except as provided in this Amendment, each term used in this Amendment has the meaning ascribed to it in the Agreement.
3. Use of Forms. If either or both of the parties employs any purchase order, invoice, acknowledgment of order, or other form in carrying out the transactions contemplated under this Agreement, none of the terms contained on such form will be applicable except to the extent that they specify information required to be furnished under this Agreement. Each party hereby objects to any other terms contained on any such form; such other terms will not be a basis for any contract and neither party should take any action or fail to take any action in reliance on such other terms.
4. Should any of the terms of this Amendment conflict with the terms of the Agreement, the terms of this Amendment will control. Except as modified by this Amendment, the Agreement remains in full force and effect.
5. ~~XI. Liability and Workers' Compensation for State Activation/And Training is hereby deleted in its entirety and replaced with the following:~~

XI. Liability and Workers' Compensation for State Activation/And Training

- A. During any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, Members who are not employees of a member of The Texas A&M University System or another agency of the State will be considered to be in the course and scope of the employee's regular employment with the Employer and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of Employer.
- B. For a Member who becomes injured during any period in which TX-TF1 is activated by the State, or during any Task Force Sponsored Training or Task Force Sanctioned Training, the Employer shall immediately notify TX-TF1 of the injury in writing, and TEEX shall reimburse the Employer the costs and expenses paid by Employer to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Employer., Pursuant to Tex. Gov't Code § 418.118(b), the Employer may seek reimbursement for all eligible costs and expenses as provided in this section by

providing TEEX adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Employer to the Member. Said reimbursement shall continue until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied. All reimbursement requests shall be submitted to TEEX within 30 days of being paid by Employer, with reimbursement by TEEX to be made to Employer within 45 days of the reimbursement request being made.

The parties have executed this Amendment on the date(s) indicated below.

Mesquite Fire Department

Texas A&M Engineering Extension Service:

By: _____

By: Jeff B. Saunders

Name: _____

Name: Jeff B. Saunders

Title: _____

Title: Task Force Director

Date: _____

Date: 6-10-24