

SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is effective as of March 1, 2024, by and between Family Endeavors, Inc. dba Endeavors ("Service Provider") and El Paso County Sheriff's Office ("Client").

AGREEMENTS:

1. Engagement: Client hereby engages and retains the services of the Service Provider to render the services described paragraph 2, of this Agreement ("Nature of Services"), on the terms and conditions set forth herein, and the Service Provider hereby accepts such engagement and agrees to provide the Services described herein.
2. Nature of Services: During the Term of this Agreement, the Service Provider will provide individual and group therapy/counseling provided by a licensed professional therapist/counselor, including the use of diagnostic and treatment instruments, and clinical/psychological evaluations to peace officers/deputies employed the El Paso County Sheriff's Office. The therapy offered may include specialized types of therapy such as animal therapy, play therapy, and art therapy. This therapy will be provided by the Service Provider or an entity subcontracted by the Service Provider to include traditional and non-traditional sessions. The services will be provided at the Service Provider's facility to be provide to the Client. The services will be available Monday – Friday, 9:00-5:00pm.
3. Independent Contractor: Nothing in this Agreement shall be construed to create a joint venture, partnership, employer-employee relationship, or other association of any kind between Service Provider and Client.
4. Duration: The "Term" of this Agreement shall be effective March 1, 2024, and shall continue until March 1, 2025. Notwithstanding the above, either Client or Service Provider may terminate this Agreement by giving the other party ten (10) days written notice (email acceptable).
5. Fee: For Services rendered pursuant to this Agreement, Client shall pay the Service Provider a rate of \$150.00 per session for no more than 100 sessions during the duration of the Agreement. Payment shall be issued to the Service Provider no later than thirty (30) days after the Service Provider submits an invoice to the Client.
6. Insurance: Service Provider warrants that it will obtain and keep in full force and effect at all times hereunder, any applicable insurance, to include: workers' compensation, general liability, and errors and omissions or professional liability insurance.
7. Indemnification:
 1. Service Provider's Indemnification of Client. Service Provider shall defend, indemnify, and hold harmless Client and Client's officers, directors, employees, agents, affiliates, subsidiaries, successors, and permitted assigns from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from: bodily injury, death of any person, or damage to real or tangible personal property resulting from the gross negligence or willful misconduct of Service Provider; or Service Provider's breach of any representation, warranty, or obligation of Service Provider set forth in this Agreement.

2. **Client Indemnification of Service Provider.** To the extent permissible under the Texas Constitution and laws promulgated thereunder, Client shall defend, indemnify, and hold harmless Service Provider and its officers, directors, employees, agents, successors, and permitted assigns from and against all claims, losses, and liabilities, including reasonable attorneys' fees arising out of or resulting from: bodily injury, death of any person, or damage to real or tangible personal property resulting from the gross negligence or willful misconduct of Client; and Client's material breach of any representation, warranty, or obligation of Client set forth in this Agreement.
8. **Notice:** All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited with an express mail carrier, postage prepaid and addressed as follows:

If to Client:

El Paso County Sheriff's Office
3850 Justice Dr.
El Paso, TX 79928

If to Service Provider

Family Endeavors, Inc.
Attn: General Counsel
6363 DeZavala Rd
San Antonio, TX 78249

The parties hereto may change their address as set forth in this section by providing the other party with written notice thereof.

9. **Assignment:** This Agreement may not be assigned in whole or in part by the Service Provider or Client.

10. **Miscellaneous:**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall lie in El Paso County, Texas.
2. No provision of this Agreement shall be amended, modified, or waived except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of _____, 2024.

Service Provider
FAMILY ENDEAVORS, INC.

Client
EL PASO COUNTY SHERIFF'S OFFICE

By: _____
Chip Fulghum
CEO

By _____

Date Signed: _____, 2024

Date Signed: _____, 2024