

THE COUNTY OF)(
EL PASO COUNTY, TEXAS)(
SERVICES AGREEMENT WITH
FAMILY ENDEAVORS, INC., dba
ENDEAVORS)(
)

THIS SERVICE AGREEMENT ("Agreement") is effective as of April 7, 2025, by and between Family Endeavors, Inc. dba Endeavors ("Service Provider") and El Paso County for El Paso County Sheriff's Office ("County" or "Client"). County and Service Provider are sometimes referred to herein individually as a ("Party") and collectively as the ("Parties").

I. RECITALS

WHEREAS, the County wishes to engage the services of Service Provider to provide individual and group therapy and counseling provided by a licensed professional therapist or counselor; and

WHEREAS, Service Provider is knowledgeable and capable of providing said services and related activities in El Paso County, Texas; and

WHEREAS, Contractor understands the importance of privacy and confidentiality to be maintained for the duration of the Agreement and that Confidentiality must be maintained as a priority; and

WHEREAS, the County desires to contribute to the mental wellness of its employees impacted through this Agreement and recognizes that an Agreement with Service Provider furthers that public purpose;

NOW THEREFORE, the Parties hereto mutually agree as follows:

II. TERMS

1. **Adoption of Recitals:** The above-stated recitals are incorporated herein by reference, are hereby made a part of this Agreement, and shall be as effective as if repeated verbatim.
2. **Engagement:** County hereby engages and retains the services of the Service Provider to render the services described paragraph 3, 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.

Nature of Services: During the Term of this Agreement, the Service Provider will provide individual and group therapy and counseling provided by a licensed professional therapist or counselor, including the use of diagnostic and treatment instruments, and clinical/psychological evaluations to all first responders at the El Paso County Sheriff's Office as well as the 911 dispatchers, Crime Scene Technicians, Detectives, Investigators, Deputies, and Detention Officers, who witness immediate violent crime scenes or over the long-term been exposed to traumatic incidents. 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 to the County will be provided at the Service Provider's facility located at 7500 Viscount, #202, El Paso, Texas 79925 . The services will be available Monday – Friday, 9:00am -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 April 7, 2025, and shall continue until September 30, 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) to contacts included under paragraph **13. Notice**.
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:** Service Provider's Indemnification of County. Service Provider shall defend, indemnify, and hold harmless County and County'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.
8. **Governmental Immunity:** The Parties understand that the County enjoys governmental immunity and nothing within this Agreement waives or limits the County's governmental immunity.
9. **Assignment:** This Agreement may not be assigned in whole or in part by the Service Provider or County.
10. **Complete Agreement:** This Agreement constitutes and expresses the entire agreement between the parties.
11. **Miscellaneous:**
 - a. 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.
 - b. No provision of this Agreement shall be amended, modified, or waived except by an instrument in writing signed by the parties hereto.

12. **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 County/Client:

El Paso County
Attn: El Paso County Sheriff's Office
3850 Justice Dr.
El Paso, TX 79928
c/o Commander Cardenas
e-mail: j.cardenas@epcounty.com
c/o Lt. Andre Wright
e-mail: anwright@epcounty.com

If to Service Provider:

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

Mark Riddick
Senior Director of Integrated Health Services
e-mail: mariddick@endeavors.org

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

IN WITNESS WHEREOF, the parties have executed this Agreement with effective date as of April 7, 2025.

Service Provider:

County/Client:

FAMILY ENDEAVORS, INC.

EL PASO COUNTY

By: _____
Chip Fulghum
CEO

By: _____
Ricardo A. Samaniego
County Judge, El Paso County, Texas

Date Signed: _____

Date Signed: _____