COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER 145747
PAGE 1 OF 16
DATE: 8/19/2025

SUBJECT: **RFP NO. F2025155 - ANNUAL CONTRACT FOR TRANSPORTATION SERVICES FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM - JUVENILE SERVICES - DURHAM SCHOOL SERVICES - PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2025155, Annual Contract for Transportation Services for Juvenile Justice Alternative Education Program (JJAEP), for Juvenile Services, to Durham School Services at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in a local newspaper, as required by State statute, and posted on the Internet, the Arlington Black Chamber of Commerce, the Fort Worth Hispanic Chamber of Commerce, the Fort Worth Metropolitan Black Chamber of Commerce, and the Tarrant County Asian American Chamber of Commerce. Six hundred eight (608) vendors were contacted and requested to participate in this proposal process. All documents pertaining to this RFP were posted on the Tarrant County website and were downloaded by interested parties. Two (2) proposals and two (2) no-bids were received.

Proposals were evaluated by Juvenile Services and Purchasing representatives. Evaluations were based upon the criteria and processes set forth in the RFP.

The proposal received from Just Ride Transportation, LLC was deemed non-responsive for submitting an incomplete proposal.

A Best and Final Offer was then requested from the top vendor, which resulted in no reduction in total price.

The proposal received from Durham School Services meets all specifications and is acceptable to Juvenile Services. Recommendation was presented to the Tarrant County Juvenile Services Board and approved on July 16, 2025.

The term of the contract is twelve (12) months, effective September 1, 2025, with two (2) options for renewal periods of twelve (12) months each.

This contract is for a vendor to provide transportation services to JJAEP students. It is projected that most students residing within the city limits of Fort Worth will utilize the public transportation system but will need transportation to and from bus stops. Students residing outside of the Fort Worth city limits will need transportation to and from school.

SUBMITTED BY	Purchasing	PREPARED BY:	Emily Salter, CPPB
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

Therefore, it is the joint recommendation of Juvenile Services, Tarrant County Juvenile Services Board, and Purchasing that RFP No. F2025155, Annual Contract for Transportation Services for Juvenile Justice Alternative Education Program, be awarded to Durham School Services at the per contract terms.

The contract is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

Funding in the amount of $223,699.32 is expected to be available in account P0027-2026 TJJD-JJAEP Program/2610115000 Juvenile Justice Alternative Education Program/576121 Transportation/Grant- 2004, pending August Juvenile Board approval of grant fund acceptance.

RFP No. F2025155 Transportation Services for Juvenile Justice Alternative Education Program

Award

		Durham School Services Lisle, TX HUB - No
Evaluation Criteria	Max Points	**Score**
Respondent's Profile	200	**144**
Responsiveness	250	**145**
Respondent's Proposed Program	140	**104**
References	60	**4**
Price	350	**350**
Total Score	1000	**747**

Notes: Just Ride Transportation, LLC deemed non-responsive for submitting an incomplete proposal.No-bids received from Patriot Express Tire & Oil, Texas Pipeline Services.

TARRANT COUNTY JUVENILE SERVICES

RILEY N. SHAW
Director

RON LEWIS
Deputy Director

June 26, 2025

Mr. Caleb Rojo
Purchasing Department
100 East Weatherford Street
Fort Worth, TX 76196

Dear Mr. Rojo:

Subject: **Award of Proposal F2025155 for Transportation Services for Juvenile Justice Alternative Education Program**

We recommend awarding F2025155 for Transportation Services for Juvenile Justice Alternative Education Program to Durham School Services.

This recommendation will be presented to the Tarrant County Juvenile Board on Wednesday, July 16, 2025. The Board will be asked to approve the contract as recommended by the department. We respectfully request your assistance in placing this item on the Commissioners' Court agenda following the July Board Meeting.

RFP Number	Vendor Award Recommendation	Vendor Award Recommendation / Amount of Contract	Account Information
F2025155	Durham School Services	$223,699.32	Grant-2004/P0027-2026/2610115000/576121

Financial support for the project is provided through the above listed funding source.

Thank you for your assistance with this project.

Sincerely,

Riley Shaw
Director of Juvenile Services

STATE OF TEXAS	**§**	**JUVENILE SERVICES CONTRACT**
	§	**FOR TRANSPORTATION SERVICES**
COUNTY OF TARRANT	**§**	**WITH DURHAM SCHOOL SERVICES, L.P.**

BACKGROUND

This Contract for services is between **Tarrant County, Texas**, hereinafter referred to as ("COUNTY"), and **Durham School Services, L.P.**, hereinafter referred to as ("PROVIDER"), for the provision of providing transportation services for youth at the Tarrant County Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this Contract serves a public purpose for Tarrant County Juvenile Services, also referred to as ("TCJS") to execute its mandated responsibility to operate the JJAEP in Tarrant County, Texas.

CONTRACT FOR SERVICES

1. SCOPE OF SERVICES

PROVIDER agrees to perform the following:

1.1. All services as described in the accepted proposal (incorporated by reference) under F2025155;

1.2. Daily transportation services for youth attending the JJAEP during 173 regular school days and15 summer school days for three (3) bus route schedules of up to five (5) hours per school day, but if needed, maintains a minimum of three (3) routes each day for up to 215 school days.

2. TERM

This Contract will begin on September 1, 2025, and concludes on August 31, 2026.

3. EVALUATION CRITERIA

3.1. The performance of PROVIDER in achieving the goals of COUNTY will be evaluated on the basis of the output and outcome measures contained in this section. COUNTY, at its discretion, may use other means or additional measures to evaluate the performance of PROVIDER in fulfilling the terms and conditions of this Contract.

3.2. COUNTY shall evaluate PROVIDER'S performance under this Contract according to the following specific performance goals:

3.2.1. Provide professionally managed transportation services committed to transporting students to school safely and on time.

3.3. COUNTY shall additionally evaluate PROVIDER by the following output measures:

3.3.1. If needed, maintain a minimum of three (3) routes each day for up to 215 school days;

3.3.2. Demonstrate adherence to the Durham maintenance and Driver Safety Programs;

3.3.3. Provide specialized training for bus drivers and implement strategies related to managing behaviorally challenging and special education students on the bus; and

3.3.4. Ensure all bus drivers maintain required licensure.

3.4. COUNTY shall further evaluate PROVIDER by the following outcome measures:

3.4.1. 90% of routes will arrive at JJAEP at scheduled times;

3.4.2. 90% of routes will depart JJAEP at scheduled times; and

3.4.3. 100% of all routes driven are accident free.

3.5. Provider shall submit a performance report by November 1, 2025 outlining the success and meeting the specified goals and objectives in the incorporated proposal.

4. COST

4.1. COUNTY will pay not more than an annual amount of **$223,699.32** pursuant to this Contract under F2025155. COUNTY will pay PROVIDER within thirty (30) days of invoice receipt when the PROVIDER satisfies the following conditions:

4.1.1. PROVIDER will provide three (3) bus routes to and from the JJAEP. Daily cost per route per day is **$396.63** per bus;

4.1.2. If needed, additional hours and field trip rate is **$40.31** per bus hour;

4.1.3. If needed, the rate for bus assistants used on routes is at **$ 21.22** per hour. Billable time is based on total driving time, including layover time. The charge will be one-and-a-half times the hourly rate should the Assistant's time exceed forty (40) hours;

4.1.4. PROVIDER will bill for services performed in accordance with this Contract;

4.1.5. PROVIDER will send a invoices to Tarrant County Juvenile Services, ATTN: Jesus Reyes 3131 Sanguinet Fort Worth, TX 76107; and

4.1.6. Claim for payment should be submitted within ten (10) days from the last day of the month for which payment is being requested.

5. EXAMINATION AND RETENTION OF RECORDS

5.1. PROVIDER shall ensure that its employees, interns, volunteers and subcontractors comply in a timely and complete manner with all the COUNTY'S request for information made during the course of on-site monitoring visits, unannounced monitoring visits, abuse, neglect and exploitation investigations, programmatic and financial audits or monitoring, or other on-site inspections.

5.2. PROVIDER agrees that it will permit COUNTY to examine and evaluate its program of services provided under the terms of the Contract and/or to review its records periodically. This examination and evaluation of the program may include on-site monitoring, observation of programs in operation, investigation of complaints, abuse, neglect and exploitation, interviews and the administration of questionnaires to the staff of PROVIDER and the children when deemed necessary.

5.3. PROVIDER shall retain and make available to COUNTY all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for a minimum of seven (7) years, or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved, and shall make available for COUNTY'S inspection, all contractual agreements with PROVIDER'S subcontractors for services related to this Contract.

6. CONFIDENTIALITY OF RECORDS

Juvenile Records are expressly made confidential by law. The PROVIDER shall maintain strict confidentiality of all information and records relating to the children and families served under this Contract, and shall not re-disclose any information except as required to perform the services described herein, or as may be required by law.

7. DUTY TO REPORT

7.1. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapters 341, 343, 348, 349, and 351, or successor provisions, PROVIDER shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving any child (including but not limited to a juvenile that is under the supervision of COUNTY) within twenty-four (24) hours from the time the allegation is made to all of the following:

7.1.1. Local law enforcement agency (such as the Fort Worth Police Department);

7.1.2. Texas Juvenile Justice Department, hereinafter referred to "TJJD", by submitting a TJJD Incident Report Form to abuseneglect@tjjd.gov (or if unable to complete the form twenty-four (24) hours, then by calling toll-free 866-477-8354, followed by submitting the report within twenty-four (24) hours of said call; and

7.1.3. Tarrant County Juvenile Services to facsimile number 817-838-4646.

7.2. For the purpose of the foregoing provision, an allegation or incident shall include the witnessing or receipt of an oral or written outcry from an alleged victim or other person with reasonable belief or knowledge of an occurrence or an incident of abuse, neglect, exploitation, death, or other serious incident involving a juvenile under the jurisdiction of the juvenile court.

7.3. The PROVIDER agrees to immediately report any serious incidences, accidents, injuries, suspected illegal activities, or catastrophic events to the Chief Probation Officer at 817-838-4643.

8. FINANCIAL RESPONSIBILITY

PROVIDER understands that PROVIDER is responsible for any other expenses or services incurred by PROVIDER or other agencies in performing its services under this Contract.

9. AGENCY-INDEPENDENT CONTRACTOR

PROVIDER is an independent contractor. COUNTY will not direct the PROVIDER in the details of performing its duties. PROVIDER and its employees are not agents of the COUNTY. COUNTY and its employees are not agents of PROVIDER. This Contract does not entitle PROVIDER to any benefit, privilege or other amenities of employment with the COUNTY. This Contract does not entitle COUNTY to any benefit, privilege or other amenities of employment with the PROVIDER.

10. ASSIGNMENT AND SUBCONTRACT

PROVIDER may not assign or subcontract any of its rights, duties, and/or obligations arising out of this Contract without prior written consent of COUNTY.

11. THIRD PARTY BENEFICIARY EXCLUDED

This Contract does not protect any specific third party. The intent of this Contract excludes the idea of a suit by a third party beneficiary.

12. DISCLOSURE OF INFORMATION

12.1. PROVIDER warrants that, prior to entering this Contract, it has conducted an annual criminal history check and has verified and disclosed the following information to COUNTY, and agrees that it shall have an ongoing affirmative duty under this Contract to promptly, but no later than 24 hours, ascertain and disclose in sufficient detail this same information to the Chief Probation Officer at 817-838-4643:

12.1.1. Any and all corrective action required by any of PROVIDER'S licensing authorities;

12.1.2. Any and all litigation filed against the PROVIDER, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles;

12.1.3. Any arrest of any employee, intern, volunteer, subcontractor, agent and /or consultant of the PROVIDER that has direct contact with juveniles;

12.1.4. All pending and past allegations and/or investigations of abuse, neglect, exploitation, death or other serious incidents involving a juvenile that has been placed by COUNTY;

12.1.5. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and / or consultant of PROVIDER that has direct contact with juveniles was the alleged or designated perpetrator;

12.1.6. The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders;

12.1.7. The identity of any of PROVIDER'S employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that have a criminal history. For the purpose of this Contract, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

12.2. PROVIDER agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to COUNTY, within 24 hours, any and all of the foregoing information as to any individual, whether a prospective or existing employee, intern, volunteer, subcontractor, agent and/or consultant of the PROVIDER, prior to placing that individual in a position that involves direct contact with juveniles, and COUNTY, in its sole discretion, may determine that the safety of children being served under this Contract precludes such individual from being placed in a position that involves direct contact with juveniles.

13. EQUAL OPPORTUNITY

PROVIDER agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against any employee, prospective employee, child, childcare provider, or parent on the basis of age, race, sex religion, disability or national origin. PROVIDER shall abide by all applicable federal, state, and local laws and regulations.

14. OFFICIAL NOT TO BENEFIT

No officer, employee, or agent of COUNTY and no member of its governing body and no other public official of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Contract which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

15. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, PROVIDER must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. PROVIDER shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

16. WITHHOLDING, SUSPENSION, OR REDUCTION OF PAYMENT

16.1. If at any time during the term of this Contract, COUNTY, in its sole discretion, determines that the safety of children being served under this Contract may be in jeopardy, COUNTY may immediately suspend the effect of this Contract, including but not limited to the obligation to pay, upon giving notice to the PROVIDER.

16.2. Notwithstanding anything to the contrary herein, the PROVIDER acknowledges that payments due under this Contract may be withheld or permanently suspended, in whole or in part, in the event of non-compliance with any federal or state law, administrative rule, or regulation applicable to the services provided herein,

or if the duties and responsibilities herein have not been performed in accordance with the terms and conditions of this Contract.

17. TERMINATION

17.1. Termination under this provision may occur no sooner than the 15th day after PROVIDER'S receipt of Notice of Intent to Terminate. Justifications for Termination for Cause include but are not limited to the following circumstances:

17.1.1. By the COUNTY, if the PROVIDER knowingly and intentionally submits falsified or fraudulent documents or report; or makes false representations, certifications or assurances relating to this Contract; or causes or acquiesces in any person doing the same regarding any grant funds received under this Contract; or fails to submit required reports; or

17.1.2. By the COUNTY, when the life, health, welfare or safety of individuals served by or under the authority of the PROVIDER is endangered or could be endangered either directly or indirectly through the PROVIDER'S intentional, willful or negligent discharge of its duties under this Contract. For purposes of this Contract, willful or negligent discharge of duties includes, but is not limited to, a finding or pattern of findings by the COUNTY of reason to believe in an abuse, neglect or exploitation investigation occurring in connection with a juvenile justice facility, juvenile justice program, or the provision of juvenile probation services.

17.2. This Contract may be terminated without cause by either party at least thirty (30) calendar days prior to the intended date to terminate this Contract.

17.3. The COUNTY and the PROVIDER may mutually agree to the termination of this Contract at any time.

18. DEFAULT

18.1. COUNTY may, by written notice of default to PROVIDER, terminate this Contract as it deems appropriate, in any of the following circumstances:

18.1.1. If PROVIDER fails to perform the work called for by this Contract within the time specified herein or any extension thereof;

18.1.2. If PROVIDER fails to perform any of the other material provisions of this Contract including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Contract in accordance with its terms; or

18.1.3. In either of these two circumstances after receiving notice of default, PROVIDER does not cure such failure within a period of thirty (30) days.

18.2. Any default by PROVIDER, regardless of whether the default results in termination, will jeopardize PROVIDER'S ability to contract with COUNTY in the future, and may result in the refund of compensation received under this Contract.

19. LIQUIDATED DAMAGES

19.1. PROVIDER and COUNTY agree that the amount of actual damages incurred by COUNTY to this Contract is unknown and/or indeterminate at the execution of this Contract.

19.2. In the event that this Contract is terminated for cause by COUNTY, PROVIDER agrees to pay COUNTY all increased costs associated with providing comparable replacement services that PROVIDER failed to perform for a period not to exceed the expiration of this Contract term. PROVIDER also agrees to reimburse COUNTY for any monies paid for services not rendered by PROVIDER prior to the effective date of termination of this Contract.

20. PARTIES ADDRESSES

COUNTY
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, Texas 76196

PROVIDER
Durham School Services L.P.
Mr. Tim Wertner
2601 Navistar Drive
Lisle, IL 60532

21. WAIVER OF SUBROGATION

PROVIDER expressly waives any and all rights it may have to subrogation for any claims or rights of its employees, agents, owners, officers, interns, volunteers or subcontractors against COUNTY.

22. INDEMNIFICATION

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS AGAINST ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, ATTORNEY FEES OR EXPENSES ARISING OUT OF THE WRONGFUL AND NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF PROVIDER, ITS AGENTS, EMPLOYEES, INTERNS, SUBCONTRACTORS OR VOLUNTEERS ARISING FROM THE ACTIVITIES UNDER THIS CONTRACT. PROVIDER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS COUNTY AND TCJS FOR ANY WRONGFUL OR NEGLIGENT ACT(S) OF COMMISSION OR OMISSION OF COUNTY OR TCJS'S AGENTS, EMPLOYEES OR SERVANTS ARISING FROM OR RELATED TO THIS CONTRACT FOR WHICH A CLAIM OR OTHER ACTION IS MADE.

23. SOVEREIGN IMMUNITY

This Contract shall not be interpreted to inure to the benefit of a third party not a party to this Contract. This Contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

24. REPRESENTATION AND WARRANTIES

24.1. PROVIDER hereby represents and warrants the following:

24.1.1. That is has all necessary right, title, license and authority to enter into this Contract;

24.1.2. That it is qualified to do business in the State of Texas; that it holds all necessary licenses and staff certifications to provide the type(s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operation of its business; and that there are no taxes due and owing to the State of Texas, the County of Tarrant, or any political subdivision thereof;

24.1.3. That it carries sufficient insurance to provide protection to COUNTY under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Contract;

24.1.4. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained prior to contact with TCJS youth to report allegations of incidents of abuse, exploitation or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable TJJD administrative rules regarding abuse, neglect, and exploitation allegations; and

24.1.5. That it shall prominently post in all public and staff areas of any and all of its offices/facilities, both English and Spanish language versions of the following official notice forms that are available on the TJJD website: *Notice to Public Regarding Abuse, Neglect and Exploitation and Notice to Employees Regarding Abuse, Neglect and Exploitation*.

25. TEXAS LAW TO APPLY

This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.

26. VENUE

Exclusive venue for any litigation arising from this Contract shall be in Tarrant County, Texas.

27. ADDITIONAL CONDITIONS REQUIRED FOR STATE FUNDS

27.1. The PROVIDER is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this contract and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The PROVIDER shall account separately for the receipt and expenditure of any and all these funds received from COUNTY sufficient to create an easily analyzed audit trail, and shall adhere to Generally Accepted Accounting Principles (GAAP) in the accounting, reporting, and auditing of such funds. In the event of an investigation by the TJJD, or COUNTY, the PROVIDER shall submit to COUNTY upon request a financial audit prepared by an independent certified public accountant for all services provided pursuant to this Contract.

27.2. Under Section 231.006, Texas Family Code, the PROVIDER certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certificate is inaccurate. ***(Attachment "A" - Family Code 231.006)***

27.3. The PROVIDER currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the PROVIDER'S provision of services under this Contract and must notify COUNTY within twenty-four (24) hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

27.4. PROVIDER agrees to comply with all applicable laws, regulations and conditions required of TJJD for juvenile boards, juvenile probation departments and their subcontractors.

27.5. The COUNTY is responsible for bi-annual programmatic and financial monitoring of the PROVIDER to ensure performance of and compliance with all terms and conditions of this Contract. PROVIDER agrees to provide information reasonably required allowing COUNTY to meet this responsibility, to be used in completion of the ***Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services – (Attachment "B")***, if appropriate. Lack of monitoring by COUNTY will not relieve PROVIDER of its duty to continue to perform.

27.6. PROVIDER understands that the acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, TJJD, or any successor agency, to conduct an audit or investigation in connection with those funds. PROVIDER further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. PROVIDER will ensure that the foregoing clauses concerning the authority of the State of Texas to audit and the requirement to cooperate is included in any subcontract or arrangement PROVIDER enters into in which funds received the Contract form all or part of the consideration.

27.7. The PROVIDER may become ineligible for future contracts from the COUNTY if the PROVIDER, its agents, employees, designees, volunteers, interns or sub-contractors are found by the COUNTY to have intentionally or knowingly falsified any documents, reports or records related to grant funds received under this Contract, or intentionally or knowingly given false statements to any COUNTY employee or designee related to the expenditure of grant funds or the provision of juvenile probation services and juvenile justice programs.

27.8. The PROVIDER shall require all agents, employees, designees, interns, volunteers, subcontractors and private vendors to cooperate with and to testify in any formal, informal, administrative or judicial proceeding or hearing regarding any matter the COUNTY considers necessary for the investigation of abuse, neglect or exploitation allegations, complaints, financial and programmatic audits or any other matter under its authority. Compliance with this provision is not intended as, nor does it constitute, a contractual waiver of the privilege against self-incrimination or any other right or privilege guaranteed under law.

27.9. (a) Boycott of Israel Prohibited. In compliance with Section 2271.001 et seq. of the Texas Government Code, Vendor verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code. (b) Scrutinized Business Operations Prohibited. In compliance with Section 2252.151 et seq. of the Texas Government Code, Vendor warrants and represents that: (1) neither Vendor nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Vendor nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Vendor nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Vendor further represents and warrants that neither Vendor nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.(c) Boycott of Certain Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A). (d) Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

28. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provision shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

29. PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole and only contract of the parties hereto and supersedes any prior understanding or written or oral Contract between the parties regarding the within subject matter.

30. AMENDMENTS

30.1. The Parties may amend this Contract by subsequent written amendments. The Parties will not amend this Contract orally.

30.2. COUNTY may amend, modify or alter the terms of this Contract and specify an effective date thereof. COUNTY will then notify PROVIDER in writing, dated subsequent to the date hereof, of such changes and their effective date. Continuation of services after the effective date by PROVIDER will signify its acceptance of these changes. If PROVIDER declines to accept changes made by COUNTY, PROVIDER may terminate this Contract subject to the conditions herein.

31. FORCE MAJEURE

PROVIDER shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, earthquake, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of PROVIDER when satisfactory evidence thereof is presented to COUNTY. COUNTY shall not be obligated to pay for any services during any time of Force Majeure.

32. DISCLOSURE OF INTERESTED PARTIES

"Durham School Services L.P. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in **Attachment "C"**, with the Texas Ethics Commission as required by law".

33. ELECTRONIC SIGNATURES; FACSIMILE AND SCANNED COPIES; DUPLICATE ORGINALS; COUNTERPARTS; ADMISSIBILITY OF COPIES

Each party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any party transmitted by facsimile or by electronic mail shall be valid and effective to bind that party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The parties agree that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

EXECUTED IN TRIPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL:

APPROVED on this the ____day of _____, 2025, by Commissioners' Court Order No._____.

TARRANT COUNTY
STATE OF TEXAS

X _____ 7-8-25
Riley Shaw Date
Director of Juvenile Services
2701 Kimbo Road, Fort Worth, TX 76111

X _____ 7/16/2025
Alex Kim Date
Juvenile Board Interim Chairman
2701 Kimbo Road, Fort Worth, TX 76111

Durham School Services, L.P.

X _____ 7/8/2025
Mr. Tim Wertner Date
CEO – Durham School Services L.P.
2601 Navistar Dr., Lisle, IL 60532

***CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF $223,699.32:**

Grant-2004/P0027-2026/2610115000/576121

COUNTY OF TARRANT
STATE OF TEXAS

_____
Tim O'Hare Date
County Judge

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

CERTIFICATION OF
AVAILABLE FUNDS: $_____

_____
Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: RFP No. F2025155 - Annual Contract for Transportation Services for Juvenile Justice Alternative Education Program - Juvenile Services - Durham School Services - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: (SHORT TIA) or FULL TIA. Circle one after answering the questions in Sections II and III below.

****

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

****

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

   Yes_____ No__√__

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

   Yes_____ No__√__

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

****