



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 14

DATE: 09/17/2024

**SUBJECT: RFP NO. F2024082 - ANNUAL CONTRACT FOR VOLUNTARY
EMPLOYEE AUTO AND HOME INSURANCE - HUMAN
RESOURCES - METROPOLITAN LIFE INSURANCE COMPANY -
PER CONTRACT TERMS**

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court award RFP No. F2024082, Annual Contract for Voluntary Employee Auto and Home Insurance, for Human Resources, to Metropolitan Life Insurance Company at the per contract terms and approve contract.

BACKGROUND

Notice of the County's intent to bid was advertised in local newspapers, 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. One hundred ninety-six (196) 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. No vendors attended the pre-proposal conference held on April 29, 2024. One (1) proposal and one (1) no-bid were received.

The proposal was evaluated by Human Resources and Purchasing representatives. Evaluation was based upon the criteria and processes set forth in the RFP.

The proposal received from Metropolitan Life Insurance Company meets all specifications and is acceptable to Human Resources.

The term of the contract is twelve (12) months, effective October 1, 2024, with two (2) options for renewal periods of twelve (12) months each.

The purpose of this contract is to provide Tarrant County employees with customized plans or discounts for the purchase of auto and home insurance products.

Therefore, it is the joint recommendation of Human Resources and Purchasing that RFP No. F2024082, Annual Contract for Voluntary Employee Auto and Home Insurance, be awarded to Metropolitan Life Insurance Company at the per contract terms.

SUBMITTED BY:	Purchasing	PREPARED BY: APPROVED BY:	Teresa Ralls Chris Lax, CPSM, CPSD, CPCP
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The contract is attached for approval and signature. The Criminal District Attorney's Office reviewed this contract as to form.

FISCAL IMPACT

There is no fiscal impact associated with this item. The products offered are on a voluntary basis with no cost to the County.



Farmers GroupSelectSM Insurance Program Agreement Farmers Insurance ChoiceSM

This Farmers GroupSelectSM Program Agreement ("Agreement"), effective October 1, 2024, is entered into by and between Farmers Property and Casualty Insurance Company, 700 Quaker Lane, Warwick, Rhode Island 02886 and Tarrant County, a Texas governmental entity organized under the laws of the state of Texas, 100 East Weatherford St, Fort Worth, TX 76196 ("County").

I. INTRODUCTION: The Farmers GroupSelectSM insurance program offered by Farmers Property and Casualty Insurance Company and its affiliates that underwrite property and casualty insurance ("Farmers") makes certain personal lines insurance products available through the workplace to eligible employees and/or retirees of participating employers (the "Farmers GroupSelect Insurance Program").

II. AGREEMENT: For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and obligations herein contained, the parties hereto agree as follows:

Section 1: Participation. Farmers and County will determine which of County's employees and/or retirees will be eligible to apply for insurance under the Farmers GroupSelect Insurance Program ("Employee(s)").

Section 2: Farmers Insurance ChoiceSM. Farmers Insurance Choice is an arrangement whereby a variety of insurance carriers are available through the Farmers Insurance Agency, Inc. and/or other relationships. Employees of County will have the option of applying for insurance through the Farmers GroupSelect Insurance Program with Company and/or with one or more of the carriers participating in Farmers Insurance Choice.

Section 3: Farmers' Responsibilities. Farmers will perform the following activities:

- (a) Determine whether to accept an application, issue a policy of insurance, or renew a policy of insurance for any Employee pursuant to Farmers' underwriting and guidelines and compliance with law.
- (b) Service Farmers insurance policies issued through the Farmers GroupSelect Insurance Program.
- (c) Payroll deduction may be available with Farmers Insurance Choice. If applicable, Company or its third-party administrator will fully administer payroll deduction on behalf of participating carriers that offer payroll deduction. All Account's interactions regarding payroll deduction will be through Company and not with the other carriers.

Section 4: Duties and Responsibilities of Individual Carriers. Each carrier participating in Farmers Insurance Choice is solely responsible for the administration, underwriting, claims, and servicing of all policies issued by that carrier

Section 4: County's Responsibilities: County agrees to perform the following activities:

- (a) Eligibility File. Provide an eligibility file containing the identity of all Employees and their employment status. The parties will agree upon the timing and format.
- (b) Communications. Allow and/or facilitate ongoing communications and promotion of the Farmers GroupSelect Insurance Program to Employees, via mail or digitally, as often as Farmers deems appropriate, or as otherwise agreed between the parties.
- (c) Publicity - Approval Required. County shall not use any Farmers or other carrier related names or brands; nor create, use, post, or distribute letters, brochures, Internet or Intranet content, or advertising of any nature which identify Farmers or the other carriers without prior consent. County shall submit all proposed promotional materials and Internet references to Farmers for review.

Section 6: Termination of Payroll Deduction. Either party may terminate the payroll deduction option at its sole discretion upon sixty (60) days' prior written notice to the other party.

Section 7: Confidentiality.

- (a) Farmers treats the non-public personal information of Employees as confidential information in accordance with law and the privacy notice requirements described in Section 7(c) hereof. Certain non-public personal information may be viewed, accessed and/or used by third parties performing services for or on behalf of Farmers in accordance with this Agreement, but Farmers will not sell any Employee information provided

by County to third parties.

- (b) If County obtains an Employee's non-public personal information from Farmers, including, but not limited to, the amount of premium for payroll deduction, County may only use such information: (i) to perform services under this Agreement; (ii) to provide information to that Employee; or (iii) as expressly authorized by the Employee; all in accordance with law. County may not disclose such non-public personal information to any third party except as required or permitted by law. County shall take appropriate steps to ensure the security of non-public personal information.
- (c) Farmers and other insurance carriers are required by law to periodically send a privacy notice to each insured describing how such carrier may obtain information about insureds and the insureds' rights and carrier's obligations with respect to such information.

Section 8: Brokers. Intentionally Omitted.

Section 9: Expenses. Each party is responsible for expenses it incurs in connection with this Agreement.

Section 10: ERISA. The Farmers GroupSelect Insurance Program is not being offered in conjunction with any employee welfare benefit plan sponsored by County governed by the Employee Retirement Income Security Act of 1974, as amended. County represents and warrants that County does not and will not endorse the Farmers GroupSelect Insurance Program and that it will take no action that could jeopardize the non-ERISA status of the program.

Section 11: Commercial E-mail. If County communicates with Employees about the Farmers GroupSelect Insurance Program and any such communications are sent to non-County owned e-mail addresses, the name of Farmers will not appear in the subject or re: lines and County shall comply with all laws, regulations, and ordinances respecting the delivery of commercial e-mails, including, but not limited to, the CAN-SPAM Act (15 USCS 7701, et al.).

Section 12: Portability. If an individual loses Employee status, associated discounts may no longer be available to that individual, but insurance policies will be continued and renewed in accordance with individual carrier guidelines.

Section 13: Term/Termination. The term of this Agreement is for a period of twelve (12) months (the "Initial Term"). Thereafter, the County may renew the Agreement for two (2) additional twelve (12) month terms by providing Farmers with written notice (email notice will be acceptable) of renewal no less than thirty (30) days prior to the expiration of the then-current term (any such renewal, a "Renewal Term" and together with the Initial Term, the "Term"). After the first year, either party may terminate this Agreement upon ninety (90) days' prior written notice to the other. If a party is given notice of material breach of the Agreement and fails to cure such within sixty (60) days of notice, the non-breaching party may terminate this Agreement effective at any point thereafter.

Section 14: Account's Responsibilities upon Termination. Upon termination, County shall promptly (a) remove all references to Farmers in any form or format, all weblinks to Farmers affiliated websites, and all forms and documentation provided by Farmers to County; and (b) return or destroy information that Farmers has designated as confidential.

Section 15: Compliance with Laws and Regulations. Each party shall comply with all laws, regulations, ordinances, and all binding orders of any court, agency, or other governmental body with authority in connection with its performance under this Agreement. Farmers shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its services under this Agreement and shall observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

Section 16: Indemnification. Farmers will indemnify and defend County if sued for the Farmer's negligence, error, omission, breach of this Agreement or breach of confidentiality obligations. Farmers will indemnify and defend County if County is sued for (a) Farmers' conduct in connection with its offer, provision and/or cancellation of insurance, or (b) an error in the payroll deduction notice provided by Farmers to County. Upon notice of a claim, the County agrees to promptly notify Farmers and to cooperate with Farmers in the resolution and/or defense of such claim. This indemnity includes: defense, indemnification, and holding harmless the indemnified party and its officers, directors and employees from and against all losses, costs, fines, penalties, expenses and outside counsel legal fees which are actually and reasonably sustained and which are directly the result of the actions of the indemnifying party. County reserves the right to participate in its own defense.

Section 17: Unforeseeable Events. Neither party hereto shall incur any liability to the other on account of any loss or damage resulting from delay or failure to perform all or any part of this Agreement where such delay or failure is caused, in whole or in part, by events, occurrences or causes beyond such party's reasonable control.

Section 18: Dispute Resolution. Intentionally Omitted.

Section 19: Governing Law. This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Texas excluding its conflict of laws rules. ANY LEGAL ACTION OR PROCEEDING RELATING TO

THIS AGREEMENT SHALL BE SO GOVERNED AND SHALL BE INSTITUTED IN TARRANT COUNTY, TEXAS, U.S.A. THE PARTIES HEREBY AGREE TO SUBMIT TO THE JURISDICTION OF, AND AGREE THAT VENUE IS PROPER IN TARRANT COUNTY, TEXAS FOR ANY ACTION OR PROCEEDING.

Section 20: No Partnership or Agency. Nothing herein shall create, nor be deemed to create, a partnership or an agency relationship between the parties hereto and neither party is authorized to act on behalf of the other.

Section 21: Notices. Notices sent in the ordinary course of business under this Agreement shall be in writing and deemed effective on (a) the date of personal service, (b) the date of delivery to an email address if so designated herein, (c) the day after delivery to an overnight carrier service, or (d) the fifth (5th) day after mailing by registered or certified first class mail, postage prepaid and properly addressed as follows:

If to Account:	If to Farmers:
Tarrant County 100 East Weatherford Street Fort Worth, TX 76196-0105 Phone: (817) 884-1500 With a copy to: Tina Glenn Director, Tarrant County Human Resources 100 East Weatherford Street, Suite 301 Fort Worth, TX 76196	Farmers Property and Casualty Insurance Company 700 Quaker Lane Warwick, Rhode Island 02886 Attention: Law Department or email to: usw.groupselect@farmersinsurance.com

Section 22: Assignment. County may not assign this Agreement without the prior written consent of Company. Company may assign this Agreement and/or its rights and/or obligations to an affiliate or to a successor-in-interest to the business to which this Agreement relates. All the terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto, whether so expressed or not. Each party understands that in the event that all or substantially all of its assets are acquired by another entity, such party is still obligated to fulfill the terms and conditions of this Agreement.

Section 23: Entire Agreement. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No amendment or modification to this Agreement shall be valid or enforceable unless in writing and executed by authorized representatives of both Parties. No waiver shall be valid or enforceable unless in writing and executed by an authorized representative of the waiving Party.

Section 24: Sovereign Immunity. This Agreement is expressly made subject to County's sovereign immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and State laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the client has by operation of law. Nothing in this agreement is intended to benefit any third-party beneficiary.

Section 25: Public Information Act. The Parties acknowledge and agree that County is subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the "Texas Open Records Act" or the "Texas Public Information Act" ("Public Information Act"). Notwithstanding any other provision, including exemptions or exceptions to the Public Information Act, the Parties agree that in the event that any provision of this Agreement or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requesters") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information furnished to or in the possession or knowledge of County. It is further acknowledged and agreed that the County Requesters have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General or court orders. Farmers hereby releases the County Requesters from any and all liability or obligation of any type, kind or nature regarding any disclosure of any information furnished by Farmers or in the possession or knowledge of the County that is determined by County or in reliance on any advice, decision or opinion of the Texas Attorney General or court order to be available to the public or any persons. County agrees to give Farmers notice and the minimum statutory or regulatory period of time to oppose, request redactions or limitations on any disclosures under a third party open records request pertaining to this Agreement or any proposal related hereto, including, if necessary, sufficient time to file a declaratory judgment action or other action in connection with any adverse ruling issued by the Texas Attorney General with respect to any information Farmers has claimed is exempt from disclosure under the Public Information Act.

Section 26: Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA"). County is also subject to Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA"), as well as various purchasing laws and open government laws and conflicts and ethics laws, any of which may require some information to be disclosed to transact business or to comply with applicable laws. Accordingly, this Agreement shall not be read, construed, or applied in any manner to require County to violate any law or to preclude County from any disclosure, response, report, or other publication of any information required by law or by lawful authority. Notwithstanding any language herein, this Agreement and all attachments hereto is open to the public, and all parties, by signing this Agreement, expressly agree and hereby give their written consent that this Agreement may be agendized for public action of the Tarrant County Commissioners Court in the manner that all agreements and contracts are considered, including the provision of an explanation of the purpose of the agreement in the publicly posted Commissioners Court communication and a full copy of the Agreement may be posted online and is public. Public deliberation pursuant to TOMA is also expressly approved, so that this Agreement may be made in lawful compliance with applicable laws.

Section 27: Waiver/Estoppel. It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by applicable law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by applicable law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. Farmers has a duty to mitigate damages.

Section 28: Title VI Assurances and Compliance. This Agreement is subject to applicable federal and State laws and executive orders, including the Fair Labor Standards Act of 1938, relating to equal opportunity and nondiscrimination in employment. Neither Farmers nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status. In addition, Farmers assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement. Farmers agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement. Farmers agrees to comply with its Title VI assurances contained in **Exhibit A** which is attached to this Agreement.

Section 29: Chapters 2271, 2252, and 2274 Texas Government Code Verification.

- (a) **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, Farmers 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, Farmers 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.** Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), is not applicable to this Agreement as it is excepted by Section 2274.002 (a)(2), as under this Agreement, Farmers will receive not public funds.
- (d) **Discrimination Against Firearm Entities or Firearm Trade Associations Prohibited.** Texas Government Code (added by 87th Legislature, S.B. 19), is not applicable to this Agreement as it is excepted by Section 2274.002 (a)(2), as under this Agreement, Farmers will receive not public funds.

Section 30: No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement 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.

The Parties have caused this Agreement to be executed by their respective authorized representatives.



Tarrant County	Farmers Property and Casualty Insurance Company
By: 	By: <small>DocuSigned by:</small>  <small>1C9A4E03BFB4401...</small>
Name: Tim O'Hare	Name: Matt Montminy
Title: County Judge	Title: Head of Group Distribution

EXHIBIT A TITLE VI ASSURANCES AND COMPLIANCE

A. ASSURANCES

During the performance of this Agreement, MCSI, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Term of the er Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this r Agreement and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. canceling, terminating, or suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include provisions analogous to paragraphs one through six in every subcontract.

B. NONDISCRIMINATION AUTHORITIES

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees, to the extent applicable to Contractor and the services provided under the Agreement to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Representations/Warranties

The Contractor also makes the following representations and warranties to Tarrant County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither Contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed Parties to this Addendum and Employer Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Tarrant County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

C. ENFORCEMENT

The Contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Tarrant County, the Contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name:

Farmers Property and Casualty Insurance Company

DocuSigned by:

Matt Montminy

109A4E09DFB4401...

Signature, Authorized Representative of Contractor

Matt Montminy, Head of Group Distribution
Name and Title

7/26/2024

Date

APPROVED AS TO FORM:

James Marvin Nichols
Criminal District Attorney's Office*

*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.