

MetLife Legal Plans, Inc.

1111 Superior Avenue
Cleveland, Ohio 44114

Group Legal Services Plan

This is a group legal services plan (the “**Agreement**”) by and between Tarrant County, a Texas governmental entity organized under the laws of the state of Texas (“**Contractholder**”) and MetLife Legal Plans, Inc. (“**MetLife**”), a Delaware Corporation with its principal place of business at 1111 Superior Avenue, Cleveland, Ohio 44114.

In return for the payment of Participation Fees, MetLife will provide the services described in this contract.

Signatures

The undersigned, being authorized to do so and having reviewed this contract, execute it agreeing to its terms and intending to be bound on the Effective Date.

TARRANT COUNTY

By: _____ Title: _____ Date: _____

METLIFE LEGAL PLANS, INC.

By:



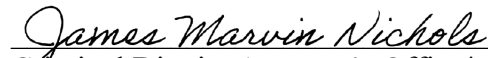
President



General Counsel

Date: July 1, 2023

APPROVED AS TO FORM:


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.

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Definitions

As used in this Agreement, defined terms will have the meanings specified whenever they appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning. Other defined terms can be found in the Declarations Pages attached to this Agreement.

Contractholder means the Contractholder listed in the Declarations Pages.

Covered Legal Services means those legal services listed in the Declarations Pages and described in the Covered Legal Services Schedule.

Covered Person means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents as defined under rules established by the contractholder.

Legal Services Plan or Plan means this Agreement which provides services for Covered Legal Services.

Participating Employee means an employee or retiree who participates in the Plan.

Plan Attorney means an attorney who has contracted with MetLife to provide Covered Legal Services.

We, Us and Our means MetLife.

Plan Participation

This is a Contributory plan. This means that Participating Employees pay all or part of the Participation Fees set forth in the Declarations Pages in order to participate in the Plan. The Contractholder must offer participation in this Plan to Eligible Employees at least once in each Plan Year. Eligible Employees may enroll or re-enroll in the Plan during the enrollment period as established by the Contractholder. Eligible Employees who choose to participate in the Plan agree to do so for the full Plan Year. Persons who become Eligible Employees during the Plan Year will be offered enrollment in the Plan for the remainder of the Plan Year.

The Contractholder must provide MetLife with a list of Participating Employees at times and in a form agreed upon by the Contractholder and MetLife. The Contractholder will make all decisions regarding whether a person is an Eligible Employee or a Participating Employee. MetLife may accept and rely on such decisions.

Participation in this Plan may not be required as a condition of employment and no employee may be discriminated against or coerced for failure to participate.

Statement of Coverage

MetLife will provide the Contractholder with a statement of coverage to deliver to Participating Employees. The statement of coverage will outline the provisions of the coverage and describe the Covered Legal Services provided under this Agreement.

Participation Fees

In consideration of the coverage provided under this Plan, the Contractholder must pay Participation Fees to MetLife as collected through payroll deductions for active employees. Participation Fees must be remitted in the amount and frequency set forth in the Declarations Pages. The Contractholder may request in writing to change the frequency of payment. Any change in the frequency of payment must be approved by MetLife in writing.

Grace Period

The Contractholder will have a Grace Period of thirty-one days to remit the Participation Fees that become due. During the Grace Period, this Agreement will continue in effect. If the Participation Fees remain unpaid at the end of the Grace Period, this Agreement will terminate. Termination will be effective at 12:01 a.m. on the thirty-second day following the due date for which Participation Fees remain unpaid. In any case, the Contractholder will remain liable for the pro-rata portion of all Participation Fees which accrue for the period this Agreement is in effect.

Covered Legal Services

Covered Legal Services will be provided to Covered Persons by Plan Attorneys unless a Covered Person chooses to use a non-Plan Attorney.

If Covered Legal Services are provided by a non-Plan Attorney, payment will be made in accordance with the amounts set forth in the Non-Plan Attorney Fee Schedule as maintained by MetLife. However, in no event will an amount greater than the sum of the legal fees actually incurred be paid. Once the Covered Person notifies MetLife that he or she intends to use a non-Plan Attorney, MetLife will provide the Covered Person with a claim form and informational material including a Non-Plan Attorney Fee Schedule.

If a Participating Employee has an adverse interest in a matter involving one or more other Participating Employees and Covered Legal Services are provided, each Participating Employee will be given independent and separate counsel.

If Dependent coverage is provided under the Plan and a Participating Employee for whom coverage is in effect has a right to receive Covered Legal Services involving a Dependent as an adversary, then the Plan will provide services for the Participating Employee only.

A Plan Attorney may not request or accept additional compensation of any nature from Covered Persons for the provision of Covered Legal Services except for payments required to be made to third parties. The Covered Person is responsible for the payment of all amounts due to third parties.

The Advice and Consultation services described in the Covered Legal Services Schedule will be the only service provided for a matter not otherwise included as a Covered Legal Service and not listed in the Exclusion section.

Covered Persons have the right to complain to the state bar association concerning attorney conduct in the providing of legal services.

Nothing contained in this contract is intended to interfere with any Covered Person's freedom of choice in the selection of an attorney or with the direct attorney-client relationship.

MetLife will be liable for payment to Plan Attorneys on behalf of the Covered Person for providing Covered Legal Services.

Exclusions

Covered Legal Services will not be provided for:

- Appeals or class actions.
- Transactions involving:
 - farms or businesses;
 - rental property when a Covered Person or the Contractholder is the landlord;
 - patent, trademark or copyright law; or
 - property held for investments or rental.
- Any matter involving a dispute or proceeding with:
 - the Contractholder or any of its affiliates as an adverse party;
 - any employee benefit or benefit plan the Contractholder has established; or
 - MetLife or its affiliates or any Plan Attorney as an adverse party.
- Any employment related matter;
- Any matter for which an attorney-client relationship arose before a Covered Person became eligible for the Covered Legal Services under the Plan.
- Amounts due third parties such as:
 - court costs, filing fees or recording fees;
 - fines;
 - judgments;
 - witness fees; or
 - transcripts.
- Any matter deemed to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

Entire Agreement

This Agreement, the Declarations Page, the statement of coverage, and any attached schedules, endorsements, exhibits, and amendments constitute the entire contract. Any statement made by the Contractholder in obtaining this coverage will be deemed to be a representation and not a warranty. No such statement will be used to void this contract or as a defense to any claim for services provided under it.

End Of Coverage Provided By This Agreement

1. The term of the Agreement shall begin on July 1, 2023 and end on December 31, 2025 ("Initial Term"). Upon the completion of the Initial Term, this Agreement may be renewed for two (2) successive annual terms upon mutual agreement no less than 90) days prior to the expiration of the Initial Term (each, a "Renewal Term"). At any time after the Initial Term, either party may terminate this Agreement upon ninety (90) days' prior written notice to the other. At any time, during or after the Initial Term, the parties may mutually agree to terminate this Agreement. In addition, either party may terminate this Agreement, upon ninety (90) days' prior written notice if the other party breaches its agreements hereunder and fails to cure its breach within sixty (60) days of being given notice of such breach.
2. Subject to the Grace Period, this Agreement and the coverage provided under it will be terminated if the Contractholder fails to remit Participation Fees when due.

End Of Coverage For A Participating Employee Or Dependent

1. Coverage provided to an individual Participating Employee will end upon the first of the following to occur:
 - the date this contract terminates;
 - the date the Participating Employee ceases to be an Eligible Employee and does not exercise any portability option ; or
 - the date the Participating Employee fails to pay any required contribution to the Participation Fee.
2. Coverage provided to a Dependent of a Participating Employee will end upon the first of the following to occur:
 - the date the Participating Employee's coverage ends;
 - the date the Participating Employee fails to pay a required contribution to the cost of Dependent coverage; or
 - the date the Dependent ceases to be a Dependent of a Participating Employee.

When coverage for a Covered Person ends, services that would begin after the date coverage ends will not be covered. However, services will continue for any matter where:

- Covered Legal Services were provided for the matter prior to the end of coverage; and
- the matter was open and pending when coverage ended.

Additional Contractholder Responsibilities

The Contractholder is responsible for any filings required of the Contractholder by:

- the Internal Revenue Service;
- the Department of Labor or any federal agency; or
- any agency of a state government claiming jurisdiction over the Contractholder.

Upon request, MetLife will provide to the Contractholder information it possesses that the Contractholder needs to make any required filings.

MetLife will indemnify and hold the Contractholder harmless against any claim, judgment or liability resulting from any alleged professional negligence or misconduct on the part of Plan Attorneys in providing Covered Legal Services under the Plan or resulting from any alleged negligence or misconduct on the part of MetLife in the performance of or omission of any responsibility assumed by MetLife under this Agreement.

Portability

In the event of the termination of this Agreement, or in the event a Participating Employee leaves the employ of Contractholder, any services purchased hereunder will be continued and renewed in accordance with the Plan guidelines and subject to the Participating Employee's continued payment directly to MetLife and the Participating Employee may elect to continue being a Covered Person which shall be governed by the Plan. Payments due may change, however, as any discounts arising from the Plan may no longer be available.

Assignability

This Agreement may not be assigned by either party.

Changes

No change to this Agreement will be valid unless amended by mutual agreement. Changes requiring the agreement of MetLife and the Contractholder must be signed by an officer of the Contractholder and by an officer of MetLife. Each change must be in writing and must be attached to this Agreement.

No agent, broker, or sales representative may make any change in this Agreement or waive any of its provisions.

Governing Law

This Agreement and the rights of the parties hereto 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.

Notices If to Account: County Judge Tarrant County

Any notice required under this Agreement shall be in writing and will be deemed given on (a) the third business day after being deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; (b) the first business day after being sent by a recognized national overnight courier service; or (c) on the date personally delivered, with signed acceptance thereof by the person designated below in either case properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

100 East Weatherford Street, Suite 302 Fort Worth, TX 76196-0105
Phone: (817) 884-1500; and

Tina Glenn
Director, Tarrant County Human Resources 100 East Weatherford Street,
Suite 301 Fort Worth, TX 76196

If to MetLife:

MetLife Legal Plans
1111 Superior Ave, Suite 800 Cleveland OH 44114

Sovereign Immunity

This Agreement is expressly made subject to Account'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.

Public Information Act

The Parties acknowledge and agree that Account 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 Account, 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. MetLife 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 MetLife or in the possession or knowledge of the Account that is determined by Account 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. Account agrees to give MetLife 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 MetLife has claimed is exempt from disclosure under the Public Information Act.

Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA")

Account 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 Account to violate any law or to preclude Account 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.

Successors and Assigns

All the terms and provisions of this Service 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. This Service Agreement will not be assignable by any Party hereto without the written consent of the other Party, provided that MetLife may assign its obligations and rights to any of its affiliates without consent of Account. Such consent shall not relieve any party of liability in the event of default by its assignee. 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.

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. MetLife has a duty to mitigate damages.

Title VI Assurances and Compliance

This Agreement may be 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 MetLife 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, MetLife 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. MetLife 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. MetLife agrees to comply with its Title VI assurances contained in **Exhibit B** which is attached to this Agreement.

Compliance with Laws and Regulations

In providing the services listed in this Agreement, , MetLife 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.

Chapters 2271, 2252, and 2274 Texas Government Code Verification

1. **Boycott of Israel Prohibited.** In compliance with Section 2271.001 et seq. of the Texas Government Code, MetLife 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.
2. **Scrutinized Business Operations Prohibited.** In compliance with Section 2252.151 et seq. of the Texas Government Code, MetLife 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.
3. **Boycott of Certain Energy Companies Prohibited.** In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), MetLife 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).
4. **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), MetLife 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.

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.

Certificate of Interested Parties (Form 1295)

MetLife states that it is a publicly traded business entity and that it therefore is not required to file a Form 1295.

Exhibit A Declaration Pages

LEGAL SERVICES PLAN DECLARATIONS

Plan No. 990-6720

Plan Effective Date: July 1, 2023

Plan of Coverage: MetLife Legal Plan

Plan Expiration Date: December 31, 2025

State of Issue: Texas

Name and Address of Contractholder:

Tarrant County
100 E. Weatherford St. Suite 302
Fort Worth, TX 76126

Coverage Description

The Covered Legal Services available under this Legal Services Plan are described in Schedule A to the contract to which this Declarations page is attached. Coverage under this Plan is provided for the period beginning at 12:01 am Eastern Time on the Plan Effective Date and ending at 11:59 pm Eastern Time on the Plan Expiration Date. Upon the completion of the Initial Term, this Agreement may be renewed for two (2) successive annual terms upon mutual agreement no less than ninety (90) days prior to the expiration of the Initial Term (each, a "Renewal Term"). At any time after the Initial Term, either party may terminate this Agreement upon ninety (90) days' prior written notice to the other. At any time, during or after the Initial Term, the parties may mutually agree to terminate this Agreement. In addition, either party may terminate this Agreement, upon ninety (90) days' prior written notice if the other party breaches its agreements hereunder and fails to cure its breach within sixty (60) days of being given notice of such breach.

Participation Fees and Participation Fee Payments

The Participation Fee is \$18.50 per month.

Participation Fees are due no later than the tenth day following the period for which services are to be provided. MetLife shall have no obligation to provide services under this Agreement if payment is not received on time.

The Participation Fee rate will remain in effect throughout agreed upon terms. Thereafter, it may be changed by Us on any subsequent anniversary of the Plan Effective Date.

Contacting MetLife Legal Plans

You may contact MetLife Legal Plans, Inc. by website, phone or mail as follows:

Website: www.members.legalplans.com

Phone: 1-800-821-6400

Mail: 1111 Superior Avenue, Suite 800, Cleveland, OH 44114-2507

Complaints about the operation of this Legal Services Plan or quality of Plan Attorneys may be made by calling 800-821-6400. The complaint will be resolved during the call or through the intervention of a representative who will contact the Plan Attorney and the Covered Person to resolve the matter, in most cases within 72 hours.

EXHIBIT B

TITLE VI ASSURANCES AND COMPLIANCE

A. ASSURANCES

During the performance of this Agreement, MetLife Legal Plans, Inc., 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, when applicable, 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 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 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. 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, 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. To ensure compliance with Title VI, governmental entities shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations 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 applicable 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 may 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:

MetLife Legal Plans, Inc.

Roger Elder

Signature, Authorized Representative of Contractor

30 March 2023

Date

Roger Elder, General Counsel

Name and Title