

## **Agreement**

This Agreement ("Agreement") is effective as of July 1, 2023 between Tarrant County, a Texas governmental entity organized under the laws of the state of Texas ("Tarrant") and **Metropolitan Tower Life Insurance Company** ("MTL").

WHEREAS, MTL has agreed to issue group whole life coverage (the "Coverage") to Tarrant (Customer number 0248153) effective as of July 1, 2023 (the "Group Contract"); and

WHEREAS, Tarrant and MTL desire to acknowledge certain terms and conditions as a condition of doing business together.

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Entire Agreement.** This Agreement, together with the Group Contract, contains the entire agreement between the parties relating to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby. Other than with respect to matters pertaining to insurance, which are subject to the terms and conditions of the Group Contract, the terms of this Agreement shall control.

2. **Term/Termination.** 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 (each, a "Renewal Term") upon mutual agreement no less than ninety (90) days prior to the expiration of the Initial Term or 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 and, in addition, either party may terminate this Agreement, upon at least 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.

3. **Portability.** In the event of the termination of this Agreement, or in the event a Tarrant County employee ("Employee") leaves the employ of Tarrant, any insurance issued under the Group Contract to an Employee will be continued and renewed in accordance with the Coverage guidelines and subject to the Employee's continued payment of premium directly to MTL, and the Employee may elect to continue being a "Covered Person" (as such term is defined under the Coverage) which shall be governed by the terms and conditions of the Group Contract. Premium payments due may change, however, as any discounts arising from the Group Contract may no longer be available.

#### **4. Confidentiality/Privacy and Security.**

a. MTL agrees to treat non-public personal information about any of Tarrant's Employees, including, but not limited to, the name, address, telephone number, e-mail address, social security number, policy numbers and financial information, as well as any Employee list or similar compilation of Employee information, as confidential information in accordance with applicable laws. Although certain non-public personal and other information may be viewed, accessed and/or used by third parties who are performing services for or on behalf of MTL. MTL specifically agrees that it will not sell, lease or rent any Employee lists provided by Tarrant to third parties.

b. In the event that Tarrant obtains access to any of its Employees' non-public personal information from MTL, including, but not limited to, the amount of any Employee's pricing for payroll deduction purposes, Tarrant may use such Employee information only for: (i) the purpose of performing services under this Agreement; (ii) to provide information to the

Employee who is the subject of the non-public personal information; and (iii) as authorized by the Employee who is the subject of the non-public personal information, all in accordance with applicable laws. Tarrant may not disclose such non-public personal information to any third party except as required or otherwise permitted by applicable laws. Tarrant is required to take steps to ensure the security and integrity of non-public personal information of its Employees in its possession as required by applicable laws.

c. MTL will not receive Employee information other than information that is provided by Tarrant for enrollment and billing purposes. MTL will receive information from Employees as necessary to provide covered services. The confidentiality of such information will be governed by an agreement between the Employee and MTL specified in the Non-Disclosure agreement between Tarrant County and MTL and certain MTL affiliates dated as of July 1, 2023.

d. Tarrant represents and warrants that it is entitled to transfer Employee "personal data" (as that term is defined by U.S. data protection and privacy laws and regulations applicable to the processing of any personal information or data subject to this Agreement) to MTL for the purpose of MTL processing any personal data in accordance with this Agreement and that such transfer will not violate the rights of any third party or any applicable laws. Tarrant will ensure that any relevant data subjects have been informed of such processing to the extent required by applicable U.S. data protection laws. Tarrant acknowledges that Tarrant is solely responsible for the quality, completeness and accuracy of such data provided by or on behalf of the Tarrant. Tarrant shall not be responsible for the accuracy of any data provided by Employee to MTL. Tarrant will notify MTL in advance of any and all changes or modifications in format or type regarding Tarrant's data. By providing Tarrant data to MTL, Tarrant confirms that it permits MTL to communicate with any Employee through use of the Tarrant data, but solely for the purpose of providing the Coverage.

5. **Indemnification.** If unauthorized disclosure of or access to Tarrant Employee personal data is caused by MTL's breach of its security or privacy obligations under this Agreement, MTL shall pay the documented costs incurred by Tarrant in connection with the following items: (1) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable law), and to individuals whose personal data have been disclosed or accessed ("Affected Individuals"), and (2) providing a credit monitoring service to Affected Individuals where required by applicable law and for the duration required by applicable law. MTL will be responsible for any costs related to its own investigation of the breach. Notwithstanding the foregoing, or anything in this agreement to the contrary, MTL will have no responsibility to pay costs of remediation to the extent that they are due to gross negligence, willful misconduct or fraud by Tarrant or its employees, agents or contractors.

6. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its laws relating to conflicts of law. MetLife agrees that with respect to this Agreement, and notwithstanding its rights under the Group Contract, any legal action arising out of or relating to this Agreement or the Group Contract shall be brought only in the state or federal courts located in Tarrant County, Texas, and the parties irrevocably consent to the jurisdiction and venue of such courts with respect thereto.

7. **Sovereign Immunity.** This Agreement is expressly made subject to Tarrant'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 Tarrant has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

8. **Tax Exemption.** Participating Employer qualifies as a tax-exempt governmental agency pursuant to the provisions of Section 151.309 of the Texas Sales, Excise, and Use Tax Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement.

9. **Texas Public Information Act.** Tarrant advises MTL that Tarrant is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. MTL's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on Tarrant to disclose MTL information that may be subject to an exception from disclosure, Tarrant will (i) promptly notify MTL of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld.

10. **Texas Government Code chapter 551 ("Texas Open Meetings Act" or "TOMA").** Tarrant 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 Tarrant to violate any law or to preclude Tarrant 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.

11. **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 MTL nor its agents shall unlawfully 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, MTL is committed to maintaining policies and practices intended to ensure 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. MTL agrees to comply, and to require that 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. MTL agrees to comply with its Title VI assurances contained in **Exhibit A** which is attached to this Agreement.

12. **Compliance with Laws and Regulations.** MTL shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to issue the Group Contract and perform services thereunder and under this Agreement and shall observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

13. **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, MTL verifies that it does not currently boycott Israel and will not boycott Israel during the term of the Group Contract. "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, MTL warrants and represents that: it does not: (1) engage in scrutinized business operations in Sudan; (2) engage in scrutinized business operations in Iran; and (3) engage 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. MTL further represents and warrants that MTL does not appear 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), MTL verifies that it currently does not boycott energy companies and will not boycott energy companies during the term of the Group Contract. "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), MTL verifies that it currently does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Group Contract 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.

14. **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.

15. **Certificate of Interested Parties (Form 1295).** MTL states that it is a wholly owned subsidiary of a publicly traded business entity and that it therefore is not required to file a Form 1295.

16. **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. Each party has a duty to mitigate damages.

17. **Assignment.** Neither party may assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and deemed a material breach of this Agreement.

18. If there is any conflict between this Agreement and the Group Contract, the terms of the Group Contract will prevail. Capitalized terms not otherwise defined in this Agreement will have the meaning set forth in the Group Contract.

IN WITNESS WHEREOF, MTL and Tarrant have caused duly authorized representatives of their respective entities to execute this Addendum.

**Metropolitan Tower Life Insurance Company**

**Tarrant County**

By: Tatum D. Sullivan

By: \_\_\_\_\_

Name: Tatum D. Sullivan

Name: \_\_\_\_\_

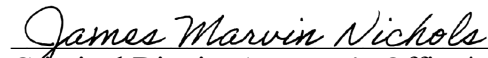
Title: Vice President, National Accounts Service & Operations

Title: \_\_\_\_\_

Date: March 31, 2023

Date: \_\_\_\_\_

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.

**EXHIBIT A**  
**TITLE VI ASSURANCES AND COMPLIANCE**

**A. ASSURANCES**

During the performance of this Agreement, Metropolitan Tower Life Insurance Company, 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 Agreement, will not unlawfully 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 upon reasonable suspicion of noncompliance 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, as determined by a court of law of competent jurisdiction, 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 require its subcontractors to comply with all employment and nondiscrimination laws application to them.

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. 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 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 unlawfully 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:**

Metropolitan Tower Life Insurance Company \_\_\_\_\_

*Tatum D. Sullivan*

March 31, 2023

**Signature, Authorized Representative of Contractor**

**Date**

Tatum D. Sullivan - Vice President, National Accounts Service & Operations

**Name and Title**