CLIENT Agreement

THIS AGREEMENT by and between DATAMARK® Technologies, a joint venture of Michael Baker International Inc. and Digital Data Technologies LLC with offices located at 100 Airside Drive, Moon Township, PA 15108 ("**DATAMARK TECHNOLOGIES**"), and Polk County, a political subdivision of the State of Florida (hereinafter, "**CLIENT**"), with offices 330 West Church Street, Bartow, FL 33830. The two entities are collectively referred to as the "Parties".

WHEREAS, the **CLIENT** desires that **DATAMARK TECHNOLOGIES** perform certain technical services for **CLIENT**.

WHEREAS, **DATAMARK TECHNOLOGIES** is in the business of providing those technical services for CLIENT and desires such services to be performed for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE OF WORK.**   **DATAMARK TECHNOLOGIES** shall perform such technical services as are described in the attached Exhibit "B", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").

2. **STANDARD OF CARE.**   The standard of care applicable to **DATAMARK TECHNOLOGIES'** services is the degree of skill and diligence normally employed by providers of technical services performing the same or similar services.

3. **COMPENSATION AND PAYMENT.**   **CLIENT** shall compensate **DATAMARK TECHNOLOGIES** for the Work in such manner as described in the attached Exhibit A, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). The **CLIENT** shall also pay

4. **COMPLIANCE WITH LAWS.**   **DATAMARK TECHNOLOGIES** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.

5. **ASSIGNMENT BY CLIENT.**   All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **DATAMARK TECHNOLOGIES** which consent shall not be unreasonably withheld.

6. **ASSIGNMENT BY DATAMARK TECHNOLOGIES.**   All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **DATAMARK TECHNOLOGIES**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **DATAMARK TECHNOLOGIES**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.

7. **CHANGES.**   The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **DATAMARK TECHNOLOGIES** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid for such Work at a fixed rate established by the change order or contract amendment.

8. **SUSPENSION OR TERMINATION.**   In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **DATAMARK TECHNOLOGIES** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension,. Both Parties agree to provide each other thirty days written notice of termination or suspension of the work.

9. **DEFAULT.**   Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.

10. INDEMNIFICATION. (See attached Polk County Supplemental Conditions)

11. **LIMITATIONS OF LIABILITY.**   NEITHER PARTY (NOR ANY SERVICE, LICENSOR OR OTHER SUPPLIER OF DATAMARK TECHNOLOGIES) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

12. **INDEPENDENT CONTRACTOR.**   **DATAMARK TECHNOLOGIES** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

13. **PUBLIC ANNOUNCEMENTS.**   No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.

14. **PARTIAL INVALIDITY.**   If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

15. **HEADINGS.**   Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

16. **GOVERNING LAWS.**   (See attached Polk County Supplemental Conditions)

17. **SUPPLEMENTS TO AGREEMENT.**   The following Exhibits are an integral part of this Agreement.

    A.   Exhibit "A"   Compensation and Payment

    B.   Exhibit "B"   Scope of Work

    C.   Exhibit "C"   Polk County Supplemental Conditions

18. **ENTIRE AGREEMENT.**   This Agreement constitutes the whole agreement between the Parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the Parties hereto. This Agreement supersedes all proposals, negotiations, conversations, discussions, agreements and/or representations, whether oral or written, including any industry custom or past dealing between the parties relating to the subject matter of this Agreement.

19. **FORCE MAJEURE.**   (See attached Polk County Supplemental Conditions)

20. **REUSE OF WORK PRODUCT.**   Any reuse of **DATAMARK TECHNOLOGIES'** work product without written verification or adaptation by **DATAMARK TECHNOLOGIES'** will be at the **CLIENT**'s own risk and without liability or legal exposure to **DATAMARK TECHNOLOGIES**. The **CLIENT** shall indemnify and hold harmless **DATAMARK TECHNOLOGIES** from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle **DATAMARK** to further compensation at rates to be agreed upon by the **CLIENT** and **DATAMARK TECHNOLOGIES**.

21. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.**   This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the Parties in all

matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.

22. **INVENTIONS AND PATENTS.**   Inventions conceived solely by employees of **CLIENT** shall belong exclusively to **CLIENT**. Inventions conceived solely by employees of **DATAMARK TECHNOLOGIES** shall belong exclusively to **DATAMARK TECHNOLOGIES.** Inventions conceived jointly by the Parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the Parties so as to properly recognize each party's respective rights in such joint inventions.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have executed this Agreement as of the dates indicated below (with the effective date being the date of issuance of the written notice to proceed from **CLIENT**):

DATAMARK TECHNOLOGIES

Name: Leigh TeWinkle

Title: Vice President

Date: 8/4/2025

CLIENT

Name: T.R. Wilson

Title: Chairman, Board of County Commissioners

Date:

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EXHIBIT A: COMPENSATION AND PAYMENT

DATAMARK Technologies will invoice Polk County 911 on a monthly basis following execution of an agreement for services, not to exceed the total fixed pricing shown below. Polk County shall have forty five (45) days to pay the invoice.

One-Time Services	Price
NG9-1-1 Boundary Facilitation and Correction	$31,236
NG9-1-1 GIS Data Remediation	$190,046
Address Comparison and Evaluation	$38,143
GIS Data Upload to VEP Configuration	$5,000
One-Time Services Subtotal	**$264,425**
Annual Recurring Services	**Price**
GIS Managed Services to Support Region 4 NG9-1-1 GIS Data Repository: Year 1	$21,252
GIS Managed Services to Support Region 4 NG9-1-1 GIS Data Repository: Year 2	$22,315
GIS Managed Services to Support Region 4 NG9-1-1 GIS Data Repository: Year 3	$22,984
GIS Managed Services to Support Region 4 NG9-1-1 GIS Data Repository: Year 4	$23,674
GIS Managed Services to Support Region 4 NG9-1-1 GIS Data Repository: Year 5	$24,384
GIS Managed Services Subtotal – 5 Years	**$114,609**
GIS Data Upload to VEP to Support Region 4 NG9-1-1 GIS Data Repository: Year 1	$500
GIS Data Upload to VEP to Support Region 4 NG9-1-1 GIS Data Repository: Year 2	$525
GIS Data Upload to VEP to Support Region 4 NG9-1-1 GIS Data Repository: Year 3	$541
GIS Data Upload to VEP to Support Region 4 NG9-1-1 GIS Data Repository: Year 4	$557
GIS Data Upload to VEP to Support Region 4 NG9-1-1 GIS Data Repository: Year 5	$574
GIS Data Upload to VEP Subtotal – 5 Years	**$2,697**
Exhibit A Total:	**$381,731**

EXHIBIT B: SCOPE OF WORK

NG9-1-1 Boundary Facilitation and Correction

DATAMARK Technologies will coordinate and facilitate workshops with Polk County 911's GIS and public safety staff along with stakeholders from neighboring counties to assess, develop, and correct NENA-required NG9-1-1 boundary layers for conformance with the NG9-1-1 GIS Data Model.

Our team will conduct boundary assessment workshops for Polk County 911 and its neighboring counties, acting as a neutral facilitator to identify anomalies, gaps, and overlaps along internal boundaries and shared exterior boundaries. In each workshop, we will coordinate discussions with project stakeholders to develop authoritative decisions for resolving them.

Boundary workshops will be conducted with Polk County 911's public safety and GIS teams as well as the following neighboring jurisdictions: **Polk County, Hardee County, Highlands County, Hillsborough County, Lake County, Manatee County, Okeechobee County, Orange County, Osceola County, Pasco County, Sumter County.**

Each workshop's discussions will be documented along with Polk County 911's authoritative decisions to correct gaps, overlaps, and anomalies in its boundary data. DATAMARK Technologies recommended best practices for neighboring jurisdictions to correct issues along shared boundaries will be reported.

Following the completion of each boundary workshop, DATAMARK Technologies will deliver a summary report to Polk County 911, review boundary assessment results for authoritative correction decisions, and begin correcting anomalies, discrepancies, and errors identified in Polk County 911's boundary layers. Neighboring jurisdictions shall be responsible for making corrections within their boundary layers.

Boundary Facilitation Kickoff Meeting

DATAMARK Technologies will schedule and hold a virtual kickoff meeting with Polk County 911 to discuss the approach for each boundary workshop. Our team will identify key participants and their respective roles, define the datasets required from all workshop participants and stakeholders, and determine key dates and deadlines for datasets to be submitted.

Boundary Data Collection and Assessment

Three weeks prior to each scheduled workshop, DATAMARK Technologies will request the following GIS datasets from Polk County 911 and each participating county and provide contributors with access to a secure file transfer system to transmit GIS datasets.

Once data has been received, experienced GIS professionals will compile it into a map that will be reviewed during each boundary assessment workshop. We will notify Polk County 911 if data is not received within one week after the initial request. The following layers will be evaluated and reviewed:

| **Existing or Proposed PSAP Boundary** | **Road Centerlines** |
| **Existing or Proposed Provisioning Boundary** | **Address Points** (most current and accurate available) |

If PSAP Boundary data is not available for review, we will convert Polk County 911's existing county boundary or another specified dataset into a PSAP Boundary layer for comparative analysis and assessment against other boundary layers.

DATAMARK Technologies will compare and validate boundary layers to identify where data needs to be created or where anomalies, gaps, or overlaps in the boundary data need to be corrected. Boundaries will be compared against local and state data sources including aerial imagery, parcel data, and boundary information.

Boundary Assessment Workshops

Boundary assessment workshops provide a collaborative environment for Polk County 911 and its neighboring jurisdictions to discuss and come to agreement on accurate shared boundaries supporting the development of NENA-compliant NG9-1-1 boundary layers.

DATAMARK Technologies will provide neutral facilitation for each boundary assessment workshop. Our team will host the meeting, present the map created during Data Collection and Assessment, and document the discussions of boundary issues, best practices, and authoritative decisions to resolve them.

DATAMARK Technologies will show areas of boundary disagreement or conflict, provide expert guidance to address them following best practices and industry standards, and coordinate discussions to resolve them.

Summary Reports

DATAMARK Technologies will prepare a report summarizing each boundary assessment workshop and authoritative decisions made during the workshops and deliver it to Polk County 911. The summary report includes information about the review process and authoritative decisions made during each workshop and provides direction for corrections required to develop accurate, reliable, and standards-compliant boundary layers.

Documenting discussions and authoritative decisions is instrumental in establishing mutual aid agreements, memoranda of understanding, and interlocal agreements between Polk County 911 and neighboring jurisdictions. The outcomes and decisions made by stakeholders during facilitated boundary assessment workshops can improve the quality and accuracy of each jurisdiction's data.

DATAMARK Technologies recommends Polk County 911 review each summary report with project team members and stakeholders that took part in the boundary assessment workshops to improve the quality of their GIS data and foster collaboration for ongoing boundary management.

If authoritative decisions for boundary corrections cannot be provided during initial meetings or discussions, DATAMARK Technologies will document items requiring further investigation in the

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project plan. Topology discrepancies or issues that cannot be resolved during correction will be documented for resolution by Polk County 911 after completion of the project.

NG9-1-1 Boundary Correction

NG9-1-1 boundary corrections are performed by experienced public safety GIS professionals focused on completeness and quality. DATAMARK Technologies uses industry standard tools and follows public safety and GIS best practices to make corrections to NG9-1-1 GIS datasets.

At the beginning of the boundary correction tasks, DATAMARK Technologies converts existing boundary layers to the NENA schema, enabling our team to perform boundary layer attribution and boundary polygon adjustments following NENA standards.

DATAMARK Technologies compares existing boundary attribution against NENA NG9-1-1 GIS Data Model requirements to identify where fields meet NG9-1-1 GIS standards, need to be updated, or are missing and need to be created.

Boundary Layer Attribution

DATAMARK Technologies will update, correct, or create field attributes required to meet the data structure requirements for the PSAP Boundary and Provisioning Boundary layers following the NENA NG9-1-1 GIS Data Model.

Discrepancy Agency ID, NGUID, Service URN and URI, and Agency Identifiers layers are often missing from local boundary layers; this step verifies fields and field classes are accurately represented and populated within each NG9-1-1 boundary after conversion to the NENA schema.

Boundary Polygon Adjustment

DATAMARK Technologies will adjust boundary polygons to resolve discrepancies such as unintentional gaps and overlaps and internal edge matching issues in the NG9-1-1 boundary layers. New polygons can be created within existing boundary layers, our team will use resources and guidance from Polk County 911 to parse or break out existing boundaries.

Final Data Delivery and Review

After completing all approved boundary correction tasks, DATAMARK Technologies will hold a virtual meeting with Polk County 911 to deliver the final NG9-1-1 boundary layers and review the boundary remediation tasks. NG9-1-1 boundary layers can be provided in common spatial formats including Esri file geodatabase (.gdb) or shapefile.

NG9-1-1 Boundary Facilitation and Correction Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities

- Provide names and contact information workshop attendees
- Provide suitable locations to host boundary workshops
- Provide GIS datasets to be assessed and reviewed in each boundary workshop

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- Provide authoritative decisions for correcting boundary layer discrepancies and errors

- Accept final remediated NG9-1-1 boundary layers

DATAMARK Technologies Deliverables

- Conduct a virtual project kickoff meeting with Polk County 911

- Send workshop invitations and request GIS datasets

- Conduct boundary facilitation workshops

- Send summary report after each workshop

- Final corrected NG9-1-1 boundary layers

NG9-1-1 Boundary Facilitation and Correction Performed with NG9-1-1 GIS Data Remediation

When NG9-1-1 Boundary Facilitation and Correction and NG9-1-1 GIS Data Remediation are performed together, we recommend boundary workshops be conducted first and boundary corrections be completed prior to the remediation of NG9-1-1 road centerline and address point layers. This supports the accurate and complete remediation of road centerline and address point data and prevents centerline splitting or address point placement along unfinished or unresolved boundaries.
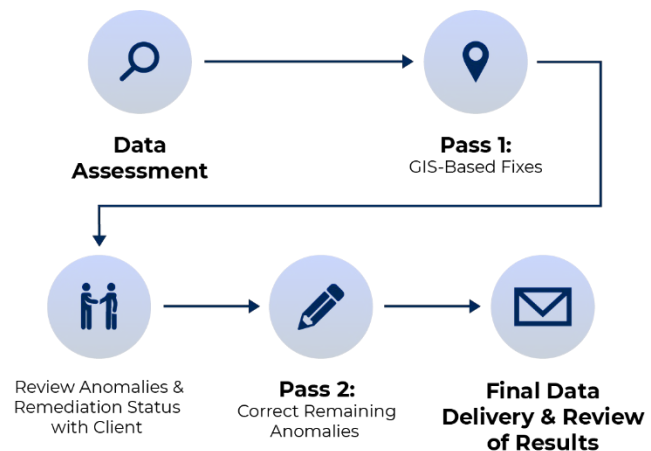
NG9-1-1 GIS Data Remediation

DATAMARK Technologies will perform two rounds of assessments and validations on Polk County 911's 9-1-1 and GIS datasets to identify errors, discrepancies, and anomalies that will need to be corrected to meet NG9-1-1 GIS data standards. NG9-1-1 GIS layers to be assessed and remediated include NENA-required Road Centerlines (RCL), Site/Structure Address Points (SSAP), PSAP boundary, Provisioning boundary, and Emergency Service Boundary (ESB).

Assessments are performed on Polk County 911's existing boundary data to identify potentially missing layers, discrepancies, and anomalies. Draft layers are created and attributed, and the results of our assessments are provided to the County.

Initial data corrections are made in Polk County 911's RCL and SSAP layers by skilled GIS professionals experienced in developing geospatial data used in NG9-1-1 and public safety applications.

Data Assessment → **Pass 1:** GIS-Based Fixes

Review Anomalies & Remediation Status with Client → **Pass 2:** Correct Remaining Anomalies → **Final Data Delivery & Review of Results**

The initial round of corrections is followed by a review of remaining data issues that require authoritative decisions from Polk County 911 to correct. Remaining data issues are corrected by DATAMARK Technologies' team of public safety GIS professionals.

A virtual meeting is held to deliver the final remediated datasets and review our Data Remediation Report, which documents initial assessment results, authoritative remediation decisions, corrections to RCL and SSAP layers, and remaining anomalies requiring additional information or field verification to resolve.

First Round of GIS and 9-1-1 Data Validations and Assessments

The first round of assessments and validations includes a combination of field mapping, automated data validations, and data reviews performed on Polk County 911's GIS and 9-1-1 datasets to identify discrepancies, anomalies, and errors in the RCL and SSAP layers for review and correction.

NG9-1-1 Road Centerline and Address Point Assessment

RCL and SSAP layers are field mapped and validated against the NENA NG9-1-1 GIS Data Model to identify where fields meet NENA standards, require correction, or are missing and need to be created. Validations and QC checks run on the RCL and SSAP layers identify topology discrepancies and attribution issues that impact data accuracy, quality, completeness, and standards compliance.

The results of the first round of validations and assessments are documented in a Data Assessment Report that outlines the current state of the GIS data and describes how DATAMARK Technologies will remediate the RCL and SSAP layers to achieve and maintain NG9-1-1 standards compliance.

DATAMARK Technologies will review and resolve schema inconsistencies between current datasets and the NG9-1-1 GIS schema with Polk County 911 before making corrections in the RCL and SSAP layers.

NG9-1-1 Boundary Assessment, Creation, and Attribution

DATAMARK Technologies will evaluate Polk County 911's boundary data to identify missing layers and run topology assessments on the County's existing boundary layers to identify anomalies, discrepancies, errors, and missing data in the boundary schema and attribution. Boundary assessments and validations follow the NG9-1-1 GIS Data Model, and the results are used to make corrections to NG9-1-1 RCL and SSAP layers.

If Polk County 911's GIS data does not contain NENA-required ESB layers, DATAMARK Technologies will create draft Police, Fire, and EMS layers by dissolving the existing ESZ or ESN spatial layers and populating them with NG9-1-1 attribution.

Draft ESB layers will be provided to Polk County 911 for review and approval before delivery of the final remediation report and remediated datasets. If ESZ or ESN spatial layers are not present in Polk County 911's GIS, our team will not be able to create draft ESB layers.

Anomalies, discrepancies, and errors in Polk County 911's existing and new draft boundary layers will be documented and reported to the County for investigation and correction.

Corrections to boundary layers require additional review with internal and external stakeholders and are not performed during NG9-1-1 GIS data remediation. NG9-1-1

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Boundary Facilitation and Correction services are available separately from DATAMARK Technologies and included separately in this scope of work.

Initial Data Corrections

The results of the first round of assessments and validations are used to perform initial corrections in Polk County 911's RCL and SSAP layers to resolve GIS data issues that do not require additional direction or authoritative decisions and can be resolved quickly.

Initial data corrections include parsing and normalizing for consistency, populating missing values or mandatory fields according to NENA standards, and resolving line topology inconsistencies.

Example: Parsing and normalizing suffix type from "AVE" or "AV" to "Avenue" in RCL and SSAP data.

Review Remaining Issues for Authoritative Correction Decisions

After initial data corrections to the RCL and SSAP layers are completed, DATAMARK Technologies will host a virtual meeting to review all remaining errors, discrepancies, and anomalies requiring correction to achieve compliance with NENA standards and obtain authoritative decisions for resolving them.

DATAMARK Technologies will document Polk County 911's authoritative decisions in the project plan and follow them to correct remaining data issues in the RCL and SSAP layers. Anomalies, errors, and discrepancies in the NENA-required boundary layers will be described in the remediation report and provided to the County for investigation and resolution.

If authoritative decisions for correcting data issues cannot be provided during the virtual review meeting, Polk County 911 shall investigate unresolved issues further and communicate its direction to DATAMARK Technologies. Our team will update the project plan to document additional decisions and direction provided after the virtual review meeting.

Second Round of Validations and Data Corrections

DATAMARK Technologies will perform a second round of validations on the RCL and SSAP layers and correct the remaining anomalies, discrepancies, and errors identified in the results. Corrections made to the RCL and SSAP layers will follow Polk County 911's authoritative decisions for remediation as documented in the project plan.

Anomalies and discrepancies that require correction may include simple spelling errors, odd and even address numbers present on the same side of a road segment, or more complex issues such as streets looping back on themselves (lollipop streets).

Resolving Data Issues that Require Additional Information or Verification

Some data issues require additional information or feedback for Polk County 911 to resolve following the completion of the remediation project. These data issues are marked for client verification in the dataset, are documented in the Client Verify Guide section of the Data Remediation Report and typically require further investigation or verification in the field.

Comparison of Remediated RCL and SSAP Layers to MSAG and ALI Data

DATAMARK Technologies will compare the remediated RCL and SSAP layers against Polk County 911's MSAG and ALI records to identify potential discrepancies and determine the levels of synchronization between the GIS layers and tabular 9-1-1 datasets.

Comparison results will be documented in a report that identifies issues in the GIS layers as well as issues in the MSAG and ALI data requiring correction to maintain synchronization between remediated NG9-1-1 GIS layers and tabular 9-1-1 data, supporting the transition to NG9-1-1 call routing and location.

Correcting GIS Discrepancies

GIS-based discrepancies are documented for correction by Polk County 911 or DATAMARK Technologies following remediation of the RCL and SSAP layers. Correction of GIS-based discrepancies by our team is included with our remediation services.

Correcting MSAG/ALI Discrepancies

DATAMARK Technologies will provide Polk County 911 with a report identifying issues in the MSAG and ALI records and recommended corrections to be made by the MSAG/ALI vendor or staff authorized to edit MSAG and ALI datasets.

Data Remediation Report

DATAMARK Technologies will create a Data Remediation Report to document errors, discrepancies, and anomalies identified in Polk County 911's GIS data prior to remediation. The report includes totals for data issues resolved in the RCL and SSAP layers, marked as exceptions, or marked for further investigation.

The Data Remediation Report summarizes boundary topology discrepancies identified during our assessments and recommends attribution updates. It will be delivered to Polk County 911 with the final remediated datasets and reviewed in a virtual meeting, as described in the next task phase below.

Client Verify Guide

The Data Remediation Report includes a Client Verify Guide that describes anomalies and data scenarios marked for additional research or field verification. This section of the report describes the scenario, the potential cause, and recommended steps to resolve it.

Final Remediated RCL and SSAP Field Mapping

The Data Remediation Report includes a final field mapping table that displays remediated RCL and SSAP fields and their conformance to NENA standards and requirements. DATAMARK Technologies will review the Data Remediation Report with 9-1-1, GIS, and other stakeholders to discuss issues and anomalies in the data and the remediation plan to correct them.

Additional Validation Results

DATAMARK Technologies leverages our award-winning QC solution to perform comprehensive validations and QC checks to correct GIS data and achieve or improve NG9-1-1 standards compliance.

The results of these validations are published in the Data Remediation Report. They may include additional validation reports that were not used during the project but support ongoing improvements to accuracy, quality, and completeness following remediation. These are reported for Polk County 911's visibility and may be used for future data quality enhancement.

Additional validation results include DATAMARK Technologies' Fishbone report, which provides unique insights into the placement of address points and where they are geolocated along road centerlines and shows where address points are on the wrong side of the road, out of order, and mapped to multiple road centerlines.

Final Remediated Dataset Delivery and Review

DATAMARK Technologies will deliver the final remediated GIS layers with the Data Remediation Report and conduct a virtual meeting to discuss the results of the remediation project and any remaining data issues requiring investigation, field verification, or correction to resolve. Spatial data deliverables can be provided in Esri file geodatabase, shapefile, and XML formats. Final remediated RCL and SSAP datasets will be provided in Esri file geodatabase (.gdb) format.

Field Verification and Data Correction Following Delivery of Remediated Data

Polk County 911 shall complete field verification and correction of anomalies in the final remediated RCL and SSAP layers unless additional data services or field verification solutions have been contracted with DATAMARK Technologies. If Polk County 911 does not have the resources to perform field verification, our team can be contracted to perform these services for an additional fee.

NG9-1-1 GIS Data Remediation Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities

- Provide required GIS datasets to DATAMARK Technologies
- Provide feedback on anomalies requiring additional information and authoritative decisions
- Accept final remediated GIS data layers

DATAMARK Technologies Deliverables

- Final remediated NG9-1-1 GIS data layers
- Data Assessment Report
- Data Remediation Report

Address Comparison and Evaluation

DATAMARK Technologies will perform an Address Comparison and Evaluation (ACE) that compares Polk County 911's master address source to other sources containing address records to identify potentially missing address data. DATAMARK Technologies will verify address data against highly accurate location data, returning a report of the results and a table of missing addresses with the data.

Our team of GIS professionals will work with Polk County 911 to identify which address sources are the best fit for use in the analysis. Polk County 911 may provide up to five (5) data sources such as parcel or utility databases, waste management records, etc. to compare against its master address dataset. ACE supports additional commercial address data sources which may be identified prior to initiation; additional fees may apply if they are procured by DATAMARK Technologies.

DATAMARK Technologies assigns a Weighted Confidence Score to each address in the master address source, based on its recurrence across the supplementary data sources and validation against commercial location data. This score allows our team to assess the validity of address candidates identified as missing from the master address database.

After completing the ACE, DATAMARK Technologies provides a summary report of the results of the ACE and a table of potentially missing address candidates in tabular or spatial format. This table includes subaddress information (i.e., apartment, suite, etc.) identified in the analysis. DATAMARK Technologies will review the table to provide a breakdown of their confidence levels to prioritize investigation and placement within the master address database by Polk County 911. Placement of missing address point candidates in the master address database is not included with the ACE service.

ACE Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities

- Provide master address database
- Provide up to five (5) spatial or tabular address data sources
- Review ACE results and report of missing address candidates

DATAMARK Technologies Deliverables

- Provide report of the ACE process and summary of findings
- Provide feature class or tabular list of potentially missing address candidates, including subaddress data

- Procure additional commercial data to supplement ACE if necessary, following discussions with Polk County 911

GIS Managed Services to Support the Florida Region 4 GIS Repository

DATAMARK will provide Florida Region 4 with managed services to aggregate local GIS datasets into a regional NG9-1-1 GIS repository that meets NENA requirements and includes GIS layers required to implement and support NG9-1-1 functional elements, following the NENA NG9-1-1 GIS Data Model.

DATAMARK will load local datasets marked ready for aggregation into the Region 4 NG9-1-1 GIS data repository once every two weeks using Polk County 911's existing VEP Validator implementation along with the VEP Aggregator solution described below.

Our team will document the aggregation schedule in the project plan and can adjust the scheduling to best serve the County's needs along with those of other participating counties in Region 4, as needed, without incurring additional project fees.

Polk County 911 will have unlimited access to download the Region 4 GIS database as often as needed. Alternatively, the County may request downloads of the current Region 4 GIS database in DATAMARK's online ticketing system integrated into the VEP Validator and Aggregator solutions.

DATAMARK will assign a dedicated Project Manager to oversee, coordinate, and manage GIS Managed Services to support aggregation and provide a point of contact for the County to raise questions and issues during the deployment and implementation of our NG9-1-1 GIS SaaS solutions.

DATAMARK will assign a dedicated Client Success Manager who will become our first point of contact for Polk County 911 and all participating counties in Region 4 to communicate support issues and technical questions, maintain the ongoing success of the project, and ensure overall satisfaction.

GIS Data Managed Service Tasks, Responsibilities, and Deliverables

Polk County 911 Tasks and Responsibilities

- Identify GIS needs and confirm the specific GIS Managed Services tasks to be performed
- Review and approve managed services tasks and task scheduling with DATAMARK Technologies
- Provide DATAMARK Technologies with access to GIS data and data environments

DATAMARK Technologies Deliverables

- Document GIS Managed Services tasks and task scheduling in the project plan
- Perform GIS Managed Services tasks as defined and documented in the project plan

GIS Data Upload to VEP: Automated Upload Tools

DATAMARK Technologies will provide Polk County 911 with secure access to a web-based toolbox to configure and schedule automatic uploads of its GIS data into VEP and field map GIS data for use in NG9-1-1 and public safety applications.

Automated Upload Toolbox Method

Our team provides a secure link to download and launch an automated upload toolbox in ArcGIS Pro, which enables administrator-level VEP users to establish a connection to their GIS database and select the data schema it will be field mapped into once it has been uploaded into VEP.

During each scheduled upload, the entire GIS database or selected GIS layers are automatically uploaded into VEP. Polk County 911's Administrator user(s) select the data to be uploaded during configuration of the automated upload solution and use VEP's Manage Database tools to select the schema it is field mapped into after upload.

Once configured, uploads are run automatically following the schedule defined during configuration. Administrator users are notified of each upload, and our automatic upload solution maintains a complete log of all uploads which details the status of each upload, including if it was successful or not.

Administrator users of VEP and users with access to the automated download toolbox receive email notification following completion of each upload. The history of each upload can also be viewed through the toolbox.

This solution is available to users of VEP Validator and Editor and requires access to ArcGIS Pro using VEP Administrator credentials provided by DATAMARK Technologies to download the Automated Upload Toolbox to configure and schedule automated uploads.

CERTIFICATE OF SECRETARY
of
MICHAEL BAKER INTERNATIONAL, INC.

The undersigned, John M. Tedder, Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Company"), DOES HEREBY CERTIFY that Leigh TeWinkle is the Vice President & VP Operations DATAMARK of the Company, and is authorized and empowered to sign proposals and other contract documents, and to otherwise bind the Company contractually, with respect to the Polk County, Florida VEP Saas Solutions Contract.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 6th day of August 2025.

Michael Baker International, Inc.

By: _____

John M. Tedder
Executive Vice President & Chief Legal Officer & Secretary

Exhibit "C"

Supplemental Terms and Conditions to the

DATAMARK Technologies Service Agreement

between Polk County and DATAMARK Technologies.

Where there is conflict between the Supplemental Terms and Conditions and the Agreement Terms and Conditions, the Supplemental Terms and Conditions supersede.

A.   <u>Insurance</u>. The Vendor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Vendor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Vendor's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the County. In the event of any failure by the Vendor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Vendor suspend Vendor's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Vendor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Vendor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required

by Florida Statutes.

Professional Services Errors and Omissions Liability. $1,000,000.00 per occurrence and aggregate.

Cyber Liability. $1,000,000.00 per claim and aggregate

C.   Indemnity. Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

D.   Force Majeure. Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

B. **Indemnity.** Vendor, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Vendor to comply with applicable laws, rules or regulations, (ii) the breach by Vendor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Vendor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Vendor, its professional associates, subcontractors, agents, and employees provided, however, that Vendor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

C. **Force Majeure.** Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

D. **Default and Remedy.** If Vendor materially defaults in its obligations under this Agreement, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to Vendor, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement, then Vendor shall have the right to immediately terminate this Agreement by delivering written notice to the County and to

seek payment from County for those services Vendor has provided but for which has not yet been paid.

E. **Attorneys' Fees and Costs.** In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

F. **Dispute Resolution.** Notwithstanding anything in the State of Florida Participating Addendum Agreement to the contrary, there shall be no arbitration of any dispute arising or pertaining to this Agreement. The parties shall resolve all such disputes via voluntary and non-binding mediation or negotiation.

G. **LIMITATION OF LIABILITY. IN NO EVENT SHALL THE COUNTY BE LIABLE TO THE VENDOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

H. **Governing Law.** This Agreement shall be governed in all respects by the Laws of the State of Florida, without regard to conflicts of the laws principles.

I. **Venue.** Any litigation with respect to this Agreement shall be brought and prosecuted only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

J. **Notice.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing, and shall be, as elected by the person giving such notice, hand delivered by nationally recognized messenger or by courier service, or mailed by registered or certified mail, return receipt requested, and addressed, as follows:

If to the County: Polk County Emergency Management

Attention: EM Director

PO Box 9005, Drawer EM01

Bartow, FL 33831-9005

If to Vendor: DATAMARK Technologies.

Attention: _Leigh TeWinkle_____

100 Airside Drive

Moon Township, PA 15108

K. **Non-exclusive Agreement.** This Agreement does not grant the Vendor the exclusive right to provide the County software as a service for enhanced 911 intercounty call transfer during the Agreement term. The County may utilize its own personnel to perform such services or it may employ other vendors or contractors to provide such services.

L. **Public Records Law.**

(a) The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

M.   Scrutinized Companies and Business Operations Certification; Termination.

A.   Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000), then the Vendor further certifies to the County as follows:

> (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

> (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

> (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

> (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B.   Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars ($1,000,000).

N. **No Construction Against Drafter** The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

O. **Public Entity Crimes.** The Vendor declares and warrants that neither the Vendor nor any of the Vendor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Vendor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Vendor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

P. **Revised 508 Standards.** If the Vendor provides any information or communication technology ("ICT") or provides any custom ICT development services as part of this Agreement, the Vendor shall ensure the ICT fully conforms to the applicable Revised 508 Standards (29 USC §794d.) prior to delivery and before final acceptance.

Q. **Unauthorized Alien(s)**

The Vendor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Vendor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

R. **Employment Eligibility Verification (E-VERIFY)**

      A.   Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

      B.   Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C.   By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-

Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.
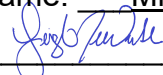
AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: Software as a Service (SAAS) for E911 Intercounty Call Transfers

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: ___Michael Baker International, Inc._____

Signature: _____

Title: ___Vice President_____

Date: ___8/1/2025_____

State of: Colorado

County of: Denver

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 1st day of August, 2025, by Leigh TeWinkle as Vice President (*title of officer*) of Michael Baker International, Inc. (*entity name*), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Shannon Dyer

Notary Commission Number and Expiration: 12/06/2025

(AFFIX NOTARY SEAL)

Shannon Dyer
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214047360
MY COMMISSION EXPIRES   December 06, 2025
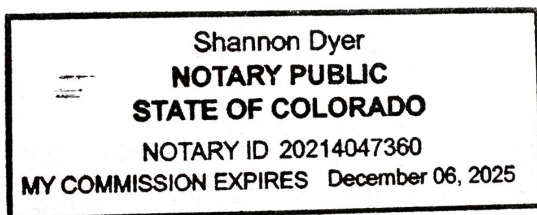
Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1.   I am over the age of 18 and I have personal knowledge of the matters set forth herein.

2.   I currently serve as an officer or representative of the Nongovernmental Entity.

3.   The Nongovernmental Entity does **not** use <u>coercion</u> for <u>labor</u> or <u>services</u>, as those underlined terms are defined in Section 787.06, Florida Statutes.

4.   This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Leigh TeWinkle, Vice President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL ENTITY:	**Michael Baker International, Inc.**
SIGNATURE:	
PRINT NAME:	**Leigh TeWinkle**
TITLE:	**Vice President**
DATE:	**8/1/2025**