

**MINUTES OF THE AUDIT, BUDGET & EXPENDITURE COMMITTEE  
PORTSMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES  
May 24, 2022**

The Audit, Budget & Expenditure Committee of the Portsmouth Public Library met in an official committee meeting on this date at 12:05 p.m. to discuss the 2023 Estimated Revenue and Appropriations. The following committee members were present: Mr. Ryan Salmons, Chair; Mrs. Kara Tieman, Secretary of the Board; and Mrs. Jennifer Schackart, Member. Mrs. Tamela Moore-Morton, President of the Board; Dr. Charles Kemp, Vice-President of the Board and Ms. Ruthann Brush, Member, were also in attendance. Mr. Ryan Salmons called the meeting to order. Representing the library were Paige Williams, Director; Dylan Markins, Fiscal Officer; Linda Berry, Deputy Director; Keely Woloschek, Deputy Fiscal Officer; and Katie Williams, Marketing Manager.

The committee reviewed and recommends to the full board the following:

1. 

Portsmouth Public Library  
2023 Estimated Revenues & Appropriations  
*For Board Approval*

General Fund 101

**Estimated Revenue**

101-00-4-1100	Public Library Fund (PLF)	2,927,000
101-00-4-1210	General Property Tax	1,060,000
101-00-4-3000s	Patron Fines & Fees	17,000
101-00-4-4000s	Interest	20,000
101-00-4-6000s	Contributions	15,000
101-00-4-8000s	Sale of Surplus, Rental & Reimbursements	125,000

<b>TOTAL Estimated Receipts</b>	<b><u>\$ 4,164,000</u></b>
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**Appropriations**

101-00-5-1000s	Payroll & Benefits	\$ 3,098,500
101-00-5-2000s	General Operating Supplies	90,000
101-00-5-3000s	Utilities & Maintenance	420,000
101-00-5-4000s	Library Materials Expenses	267,500
101-00-5-5000s	Building & Equipment Expenses	135,000
101-00-5-7000s	Entity Dues & Memberships	10,000

<b>GRAND TOTAL FUND 101</b>	<b><u>\$ 4,021,000</u></b>
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There being no further business, on motion duly made and seconded, adjournment was taken at 12:06 p.m.

Approved this 21st day of June, 2022.



Mr. Ryan Salmons, Chair

**MINUTES OF THE PERSONNEL COMMITTEE  
PORTSMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES  
May 24, 2022**

The Personnel Committee of the Portsmouth Public Library met in an official committee meeting on this date at 12:06 p.m. to discuss the Dental Insurance Renewal. The following committee members were present: Mrs. Kara Tieman, Secretary of the Board; and Mr. Ryan Salmons, Board Member. Mrs. Tamela Moore-Morton, President of the Board; Dr. Charles Kemp, Vice-President of the Board; Ms. Ruthann Brush, Member; and Mrs. Jennifer Schackart, Member, were also present. Mrs. Kara Tieman called the meeting to order. Representing the library was Paige Williams, Director; Dylan Markins, Fiscal Officer; Linda Berry, Deputy Director; Keely Woloschek, Deputy Fiscal Officer; and Katie Williams, Marketing Manager.

The committee reviewed and recommends to the full board the following:

1.

**Portsmouth Public Library D2959 - 2022**

**SDC Renewal**

(Addendum to Master Group Contract - Other than as modified by this Addendum, all terms and conditions of the Group Contract remain in full force and effect.)

Effective Date: 7/1/2022 - The term of this renewal will be for a period of 07/01/2022 - 06/30/2023

Plan #603	In Network	Out of Network
Preventive	100%	100%
Basic	80%	80%
Major	50%	50%
Contract Maximum (per member, per contract period)	\$1,500	\$1,500
Orthodontia	50%	50%
Orthodontia Maximum (lifetime maximum)	\$1,000	\$1,000
Deductible (per contract period and only apply to Basic and Major Services)	N/A	N/A
Copay (applies to preventive exams)	N/A	N/A
Network Access	No Balance Billing	Balance Billing Possible

Dependents are covered to the maximum age of 24, through the end of the birth month.

Tier	Current Rates	Renewal Rates	Enrollment by Tier
Employee (EE)	\$25.59	\$25.59	34
EE + Spouse	\$56.39	\$56.39	4
EE + Child	\$60.24	\$60.24	0
EE + Children	\$60.24	\$60.24	3
EE + Family	\$90.99	\$90.99	9

The above rates are guaranteed for a period of **one year** beginning with the effective date of: 7/1/2022. These rates include all applicable ACA taxes and fees. If there is a 50% change in the work force, SDC reserves the right to terminate the Contract or adjust the Rates.

**Current Enrollment**

Total number of benefit eligible employees - 47

Total enrolled employees - 50

Total members - 87

Employer Contribution: **At least 50% of total premium or 100% of single rate**

Minimum Eligible employee participation: **N/A**

Before signing, please review the attached amendment to the SDC Master Group Contract terms. These changes will take effect on 7/1/2022. Auto renewal of the benefit plan indicates acceptance of these changes even without signature.

**Signature & Confirmation**

**Portsmouth Public Library**

Signature: Paige Williams Title: Director  
Print Name: Paige Williams Date: 5-24-22

By signing this Addendum, you certify that you have not changed or altered the information in anyway.

**IMPORTANT: SEE BACK FOR AMENDMENT TO MASTER GROUP CONTRACT**

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**Amendment to Master Group Contract**

Other than as modified by this Amendment, all terms and conditions of the Group Contract remain in full force and effect.

Please review the below changes to the SDC Master Group Contract terms. These changes will take effect on **7/1/2022**. Auto renewal of your benefit plan indicates acceptance of these changes even if the renewal document is not executed and returned by the effective date.

**Notice**

All notices or demands under this Contract will be in writing and will be deemed to have been duly given if delivered by hand, confirmed as delivered by electronic methods such as email, or mailed via 1<sup>st</sup> class mail to the most current group address on record.

**Billing**

Monthly Rates for new and returning employees will be due by the first day of each month for the month of coverage. The Group will be liable to SDC or an agent designated by SDC for the payment of any premium, as well as any fees associated with late payment or insufficient funds. If premium payments are not received within ten (10) days of the Premium Due Date, SDC reserves the right to assess a late fee. If a check written, or electronic payment made, by the Group is returned to SDC by the Group's financial institution for insufficient funds, SDC reserves the right to charge the Group a returned item fee up to the maximum allowed by applicable law.

A period of thirty-one (31) days from the Premium Due Date is allowed for the payment of premiums and required fees, except the initial and renewal premiums. During the thirty-one (31) day period, this Contract will stay in force; however, the payment of claims by SDC may be suspended until all required premiums and fees are received by SDC. In the event all required premium and fee payments are not received by SDC within thirty-one (31) days after the Premium Due Date, this Contract may be terminated by SDC retroactively to the last day of the period for which premiums and any required fees were paid.

Premium Billing Statements are processed no later than seventeen (17) days before the due date. Full payment of the amount indicated on the invoice is expected. Any adjustments, refunds, backbills, etc. will be posted on the next month's Premium Billing Statement following notification to SDC. Subscriber terminations can be made on the Premium Billing Statement, online, or via email with an effective date and reason indicated. SDC will consider up to a maximum of 31 days of adjustment for changes in enrollment.

If Automatic payment of premium is elected, the amount will be deducted from your designated business account on the 1st of the month (or the next business day).

The Group or SDC may be subject to taxes, fees or other charges imposed on SDC by state or federal government laws or regulations. To the extent permitted by law, SDC will include such charges, or an estimate of such charges if the actual amount is not known, in the premiums charged to the Group or may show them as a separate line item on the Group's invoice. SDC reserves the right to adjust the premium or monthly billing to the Group during the Contract Period in order to accommodate the payment of such fees, taxes or other charges.

**Signatures**

The Master Group Contract may be executed in multiple counterparts and signature pages may be exchanged by facsimile or other electronic means, each of those will be deemed to be an original and all of which taken together will constitute a single instrument. The parties hereto agree and stipulate that the original of the Master Group Contract, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which reproduces the original of this Contract, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

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superiordental.com | Facebook Superior.Dental.Care | Twitter SDCsmiles | LinkedIn Superior Dental Care

Confidential

2/25/2022

There being no further business, on motion duly made and seconded, adjournment was taken at 12:06 p.m.

Approved this 16<sup>th</sup> day of August, 2022.



Mrs. Kara Tieman, Chair



**MINUTES OF THE MATERIALS & EQUIPMENT COMMITTEE  
PORTSMOUTH PUBLIC LIBRARY BOARD OF TRUSTEES  
May 24, 2022**

The Materials & Equipment Committee of the Portsmouth Public Library met in an official committee meeting on this date at 12:08 p.m. to discuss the VoIP Agreement & VoIP Telephone Purchase. The following committee members were present: Dr. Charles Kemp, Member; and Ms. Ruthann Brush, Member. Mrs. Tamela Morton, President of the Board; Mrs. Kara Tieman, Secretary; Mr. Ryan Salmons, Board Member; and Mrs. Jennifer Schackart, Board Member, were also present. Dr. Charles Kemp called the meeting to order. Paige Williams, Director; Dylan Markins, Fiscal Officer; Linda Berry, Deputy Director; Keely Woloschek, Deputy Fiscal Officer; and Katie Williams, Marketing Manager, were also in attendance.

The committee reviewed and recommends to the full board the following:

1. VoIP Agreement



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100 Executive Drive  
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Phone: 740-389-4798

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**INTERCONNECTED VOICE OVER INTERNET PROTOCOL (VoIP) AGREEMENT**

This Interconnected Voice Over Internet Protocol (VoIP) Agreement ("Agreement") is made and entered into as of July 1, 2022 ("the Effective Date") by and between Metropolitan Educational Technology Association ("META" and "Provider"), an Ohio ITC under Ohio Revised Code §3301.075 organized as a regional council of governments under ORC Chapter 167 and Portsmouth Public Library ("Customer"). Herein, the above shall be collectively referred to as the "Parties" and individually as "Party".

**CUSTOMER INFORMATION:**

CUSTOMER NAME:	PORTSMOUTH PUBLIC LIBRARY
CUSTOMER ADDRESS:	1220 GALLIA STREET
CITY, STATE, ZIP CODE:	PORTSMOUTH, OHIO 45662
CUSTOMER CONTACT NAME/TITLE:	BECKY SCHULTZ, TECHNOLOGY COORDINATOR
CUSTOMER CONTACT PHONE NUMBER:	740-354-5688 EXT. 10518
CUSTOMER CONTACT EMAIL ADDRESS:	bschultz@yourppl.org

**META CONTACT INFORMATION:**

META CONTACT NAME/TITLE:	MISSY BAUER, SITE FACILITATOR
META CONTACT PHONE NUMBER:	740-289-5310
META CONTACT EMAIL ADDRESS:	mbauer@metasolutions.net

**SERVICE INFORMATION SUMMARY (refer to Exhibit A for detailed information):**

SERVICE(S) PROVIDED:	INTERCONNECTED VOICE OVER INTERNET PROTOCOL (VoIP) SERVICE
SERVICE TERM:	60 Months: 07/01/2022 – 06/30/2027
MINIMUM SERVICE AGREEMENT TOTAL COST (YEARS 1-5):	\$38,316.00

This Agreement sets forth the terms and conditions under which META will provide Interconnected Voice Over Internet Protocol (VoIP) Service ("Services") to the above Customer. This Agreement consists of this document ("Service Agreement Cover Page"), Exhibit A ("Service Agreement Information"), and the META General Terms and Conditions ("General Terms and Conditions") collectively referred to as the "Agreement". In the event of an explicit inconsistency among these documents, precedence will be as follows: 1) the Service Agreement Cover Page and Exhibit A; and 2) General Terms and Conditions. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

By signing below, signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer and certifies having read, understood, and agreed to the terms of this Agreement, including the provisions of the attached exhibit which is hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

<b>CUSTOMER:</b> Portsmouth Public Library Printed Name of Customer <i>Paige Williams</i> Signature of Authorized Customer Representative Paige Williams Printed Name & Title of Authorized Customer Representative		<b>PROVIDER:</b> Metropolitan Educational Technology Association Printed Name of Provider Digitally signed by Jimmy Battrell Representative Date: 2022.05.25 08:33:17 -04'00' Printed Name & Title of Authorized Provider Representative	
Date: 5-24-22			



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**Exhibit A**  
**Service Information**

if contracted VoIP Services defined herein are not ready for delivery at the start of this contract year, service and corresponding rates will be adjusted to deliver new or existing service, pro-rated on the monthly basis per Chart A, including installation, unless delay in delivery is due, in whole or in part, to fault of Customer.

**1. Services**

The Services provided and their attendant costs are set forth on Chart A, attached hereto and incorporated herein by reference.

**2. Installation Charges**

Customer agrees to pay META for installation costs associated with the provision of Services to Customer, as set forth on Chart A attached hereto.

**3. META's Obligations**

- a) META will provide VoIP Service as specified on Chart A.
- b) META will install and set-up the VoIP Service as described in Chart A and plan and coordinate all activities incidental to the implementation of the IP Telephony connection.
- c) META will provide on-site training as part of the installation of Services for a basic instruction on the use of eligible equipment/service.
- d) META will assume all responsibilities, including, but not limited to, Services for the system after installation, for the physical IP Telephony system.

**4. Customer's Obligations**

- a) Customer will make its personnel and records available to the extent necessary to facilitate the planning, training, and installation of the IP Telephony connection.
- b) At the commencement of the Agreement, Customer shall identify up to three individuals, subject to change at the discretion of Customer upon written notice to Provider, authorized to contact Provider or its subcontractors regarding support of the Service. Customer contract with Provider regarding support of the Service shall be limited to such authorized individuals.
- c) Customer will provide META with appropriate and sufficient space and electrical power to properly facilitate the IP Telephony connection installation and ongoing Service, and Customer will provide POE drop availability at all phone/device locations.
- d) Customer will provide surge suppression for all devices either directly or indirectly connected to the IP Telephony connection. The surge suppression must meet UL 1449 rating.
- e) Customer will assume all responsibilities for all local area networks ("LAN") connected to an IP Telephony connection. These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.



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META (Provider) will render Interconnected Voice Over Internet Protocol (VOIP) Service at the minimum service levels for the minimum charges listed below in the Service Chart (Chart A) for the Service Term specified on the Service Agreement Cover Page.

This hosted VoIP Service includes (43) customer owned handsets/devices, all licensing, installation, management, and maintenance/support for a 60-month term. Service allows for ported numbers and automatic routing of outgoing calls to POTS line(s) if Internet connectivity is down. Management of system includes Moves, Adds and Changes. Handsets, voice mail, and maintenance on handsets and ineligible portion of META-owned premise-based equipment, if any, are designated as "Ineligible" service and are cost-allocated.

Service Chart (Chart A)

Service(s) Provided:	Interconnected Voice Over Internet Protocol (VOIP) Services to support 43 Customer Owned CISCO IP phones.	
Service Term:	60 Months - Start and End Date - 07/01/2022 - 06/30/2027	
	Monthly Charges	Annual Charges
<b>Recurring Charges:</b>		
Interconnected VOIP Service (recurring) - Total Charges	\$638.60	\$7,663.20
Agreement Year Two (07/01/2023 - 06/30/2024) Estimated Total Charges	\$638.60	\$7,663.20
Agreement Year Three (07/01/2024 - 06/30/2025) Estimated Total Charges	\$638.60	\$7,663.20
Agreement Year Four (07/01/2025 - 06/30/2026) Estimated Total Charges	\$638.60	\$7,663.20
Agreement Year Five (07/01/2026 - 06/30/2027) Estimated Total Charges	\$638.60	\$7,663.20



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## GENERAL TERMS AND CONDITIONS

### I. Definitions

- A. **Agreement, Service Agreement or SA:** Consists of the Services Agreement executed by both Parties and these General Terms and Conditions for E-Rate.
- B. **Bandwidth Service Provider:** Third party vendor sub-contracted by META to provide transport for contracted bandwidth.
- C. **Confidential Information:** All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving Party to be proprietary or confidential information even if not marked. It is understood that the Parties may be subject to open records or other "sunshine laws" and requirements.
- D. **Customer Provided Equipment:** Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.
- E. **Customer's Users:** Any and all employees, students and/or persons authorized by Customer to make use of the Services purchased or secured by Customer from META.
- F. **Demarcation Point:** The point of interconnection between the Network and Customer's provided equipment located at the Service Location(s), as defined below.
- G. **Internet Access: ISP Service Only:** Consists of a service provided by META for basic access to the Internet, without transport.
- H. **Leased Lit Fiber:** Consists of a service provided by META for transport via leased lit fiber. Depending on services described in Chart A of Agreement, Leased Lit Fiber service may, or may not, include Internet Access.
- I. **Licensed Software:** Computer software or code provided by META or required to use the Services, including without limitation, associated documentation, and all updates thereto.
- J. **Managed Internal Broadband Service:** Consists of a service provided by META for the operation, management, and monitoring of eligible broadband internal connections components.
- K. **Network:** Consists of the META Equipment, facilities, cable associated with electronics and other equipment used to provide the Services.
- L. **Party:** A reference to META or the Customer; and in the plural a reference to both.
- M. **Service(s):** A service provided by META pursuant to the Agreement.
- N. **Service Commencement Date:** The date(s) on which META first makes Service(s) available for use by the Customer.
- O. **Service Location(s):** The Customer on-premise location(s) where META provides the Service(s).
- P. **Service Term:** The duration of time (commencing on the Service Commencement Date) for which services are ordered, as specified in the Service Agreement.
- Q. **META:** The operating entity, affiliate, contractors, providers, assigns, or successor of any merger or organizational realignment of Metropolitan Educational Technology Association that provides the Services under the Service Agreement. References to META in the Limitation of Liability and Disclaimer of Warranties sections of this Agreement shall also include its directors, officers, employees, agents, licensors, successors, and assigns, as the case may be.
- R. **META Equipment:** Any and all facilities, equipment or devices provided by META at the Service Location(s) that are used to deliver any of the Services including, but not limited to, third-party transport equipment, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside wiring within the Service Location(s) shall not be considered META Equipment.
- S. **VoIP Service:** Means any interconnected voice over Internet protocol as described in Exhibit A.





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## II. Delivery of Service(s)

- A. Access. In order to deliver certain Service to Customer, META may require access, right-of-way, conduit, and/or other common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation and maintenance of the META Equipment used to provide the Services within the Service Location. Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term, such Access within a particular Service Location. In the event that Customer fails to secure or maintain such Access within a particular Service Location, META may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if META has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If META is unable to secure or maintain Access outside a particular Service Location by no fault of Customer, Customer or META may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party. In such event, META will be liable for any costs or expense for installing or preparing the Service. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.
- B. Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, META may immediately stop providing Services until such time as such materials are removed. Alternatively, Customer may notify META to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by META as a result of encountering hazardous materials, including but not limited to, any additional equipment, shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserved the integrity of the Services.
- C. META Equipment. At any time, META may remove or change META Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any META Equipment or permit others to do so, and shall not use the META Equipment for any purpose other than that authorized by the Agreement. Customer is responsible for damage to, or loss of, META Equipment caused by its acts or omissions, and its noncompliance with this section, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of META.
- D. Customer Provided Equipment ("CE"). META shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither META nor its employees, Affiliates, agents, contractors, or assigns, will be liable for any damage, loss or destruction to CE, unless caused by the gross negligence or willful misconduct of META. CE shall at all times be compatible with the Network as determined by META, in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by META's employees or agents to a Service Location when the service difficulty or trouble reported results from the use of CE or Customer facilities.

## III. Billing & Payment

- A. Charges. Customer agrees to pay all charges associated with the Services as set forth in the Service Agreement. META purchases transport through a Bandwidth Service Provider. The cost of the transport from the Bandwidth Service Provider may vary and will be passed through directly to the Customer. Charges will be billed to Customer semi-annually, or as mutually agreed between the Parties.  
  
Payment of all invoices for Services provided by META under this Agreement shall be due and payable within thirty (30) days of the mailing date reflected on the Customer's receipt invoice. META may, at its sole discretion, terminate or suspend the Services to Customer if payments are in arrears by more than thirty (30) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If META suspends Services to Customer pursuant to this Section, META reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to META by Customer.
- B. Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable taxes or fees.





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- C. **Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. META may, but is not obligated to, detect or report unauthorized or fraudulent use of Service to Customer. META reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.
- D. **E-Rate Funding.** META makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal E-Rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it shall pay META one hundred percent (100%) of all non-recurring charges ("NRCs"), monthly recurring Service charges ("MRCs") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the application customer-initiated reimbursement process relative to such E-Rate Funding. META shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. In the event that the Parties have expressly agreed in writing to permit E-Rate Funding to be applied in the form of discounts to, or pro-ration of, Customer's invoices, META shall have no obligations under this agreement until USAC provides META the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRCs and MRCs for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both META and the Customer from future performance of the Agreement. However, META shall be reimbursed for any and all unpaid non-recurring charges, any unpaid past due balance(s), any remaining contractual obligations incurred by META on Customer's behalf, including but not limited to transport fees from the Bandwidth Service Provider. Customer shall notify META in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year.

#### IV. Term

Service Term. The applicable Service Term shall be set forth on the Service Agreement Cover Page.

#### V. Termination Without Fault; Default

- A. **Termination for Cause.** If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, META may, as its option, terminate the Agreement; except that META will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless META has reviewed the dispute and determined in good faith that the charge is correct. The Agreement may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.
- B. **Effect of Expiration/Termination of the Agreement.** Upon the expiration or termination of the Agreement for any reason:
1. META shall disconnect the Service;
  2. Subject to applicable law, META may delete all applicable data, files, electronic messages, or other information stored on META's servers or systems;
  3. Customer shall permit META to retrieve from the Service Location any and all META Equipment. If Customer fails to permit such retrieval or if the retrieved META Equipment has been damaged and/or destroyed other than by META or its agents, normal wear and tear expected, META may invoice Customer for the manufacturer's list price of the relevant META Equipment, or in the event of minor damage to the retrieved META Equipment, the cost of the repair, which amounts shall be immediately due and payable; and
  4. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to META.



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- C. Early Termination. In the event of early termination as a result of Customer's failure to pay any or all obligations under this Agreement and/or breach of the terms and conditions of this Agreement, Customer agrees to pay one hundred percent (100%) of any liabilities, fees, or penalties owed by META to any third parties as a result of termination of any agreements, orders, or services pursuant to which META acquired network facilities, transport, or equipment used to provide the Services to Customer hereunder.
- D. Resumption of Service. If a Service has been discontinued by META for cause and Customer requests that the Service be restored, META shall have the sole and absolute discretion to restore such Service. At META's option, deposits, advanced payments, and/or nonrecurring charges may apply to restoration of Service.
- E. Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement.

#### VI. Limitation of Liability; Disclaimer of Warranties; Warnings

##### A. Disclaimer of Warranties.

1. SERVICES SHALL BE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS IN THE SERVICE AGREEMENT COVER PAGE, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT ALLOWED BY LAW, META EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.
2. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, META DOES NOT WARRANT THAT THE SERVICES, META EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, META EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.
3. IN NO EVENT SHALL META, BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (II) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (III) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (IV) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS ADVISED TO BACK UP ALL DATA, FILES AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.
4. CUSTOMER ACKNOWLEDGES THAT THE SERVICE MAY BE THROUGH A SHARED INTERNET NETWORK TO THE EXTENT PERMITTED BY LAW. WHERE THE SERVICES PROVIDED INCLUDE ACCESS TO THE INTERNET, META DOES NOT WARRANT THAT THE FUNCTIONS OF THE INTERNET WILL MEET ANY SPECIFIC CUSTOMER OR USER REQUIREMENTS, OR THAT SERVICES PROVIDED WILL BE ERROR-FREE OR UNINTERRUPTED; NOR SHALL META BE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF LOSS OF DATA OR MISINFORMATION) SUSTAINED IN CONNECTION WITH THE USE, OPERATION, OR INABILITY TO USE THE META SERVICES BY CUSTOMER OR ITS USERS. CUSTOMER UNDERSTANDS AND AGREES THAT META WILL EXERCISE NO CONTROL OVER THE INFORMATION THAT CUSTOMER AND USERS MAY TRANSMIT AND ACCESS AS A RESULT OF THE PROVISION OF SERVICES BY META, OTHER THAN SECURITY MEASURES INCLUDED IN THE STANDARD CONFIGURATION OF META'S INTERNET ACCESS SERVICE. CUSTOMER THEREFORE WILL MAKE NO CLAIM AGAINST META REGARDING THE USE OF THE SERVICE, INCLUDING TRANSMISSION, DOWNLOADING OR UPLOADING OF INFORMATION THAT IS OFFENSIVE, A VIOLATION OF THE LAW, OR THE ACTIONABLE VIOLATION OF OTHERS' RIGHTS. CUSTOMER IS HEREBY UNDER NOTICE THAT SOME MATERIAL CONTAINED IN THE INTERNET MAY BE INAPPROPRIATE FOR SCHOOL AGED PUPILS. META DOES NOT WARRANT THE ACCURACY OR APPROPRIATENESS OF ANY INFORMATION CONTAINED IN THE INTERCONNECTED SYSTEMS.

##### B. Warranties and Representations by Customer.

1. Customer understands and agrees that META will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by META, other than security measures included in the standard configuration of META's Services. Customer therefore will make no claim against META regarding the use of the Service, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Customer is hereby under notice that some material contained in the Internet may be inappropriate for school aged pupils. META does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.



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2. Customer understands and agrees that META shall have no responsibility for the accessing or transmitting of offensive or unlawful access to others' information or networks, or other offensive or unlawful activity in which META's Service is used.
  3. With regard to Managed Internal Broadband Service, where applicable, Customer represents that in order to be eligible for E-Rate funding that it has not met the per student pre-discount budget limiting support for internal connections and is, therefore, eligible for E-Rate funding for managed internal broadband connections for the duration of the Agreement.
- C. Disruption of Service.
1. Notwithstanding any identified performance standards, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.
  2. Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of META is limited to the maximum extent permitted by law.
  3. META reserves the right to discontinue Customer's access to META's Service and/or seek other legal or equitable relief for use of the Services that provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or state or federal law; or are unclivil. For purposes of this Agreement, unclivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to META's network and public networks including unauthorized access to the Internet.

#### VII. Software & Services

- A. License. If and to the extent that Customer requires the use of Licensed Software in order to use the Services, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by META only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by META, including, without limitation, end-user license agreements for the Licensed Software. META and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.
- B. Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of META; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.
- C. Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the META Equipment or CE. If META has agreed to provide updates and changes, such updates and changes may be performed remotely or onsite by META, at META's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by META. If Customer fails to agree to such updates, META will be excused from any and all liability regarding the applicable Service.
- D. Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web address.
- E. Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by META, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from META or other owner of such material is prohibited.





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#### VIII. Confidential Information and Privacy

- A. **Disclosure and Use.** All Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care. The Parties agree that, while not preventing compliance with applicable regulations, the Customer will not share confidential information subject to open records or other "sunshine laws" without a valid records request. Confidential information not subject to open records or other "sunshine laws" shall not be shared without prior written consent of the other Party.
- B. **Exceptions.** Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.
- C. **Publicity.** The agreement provides no right to use any Party's or its affiliates trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between META and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party. Notwithstanding the foregoing, META may include Customer's name on META's customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer's name from such list or to limit the foregoing use of Customer's name, Customer may contact META as set forth in the Section titled "Notices" of these General Terms and Conditions and META will effect such removal.
- D. **Remedies.** Notwithstanding any other Section of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Section including but not limited to injunctive relief.
- E. **Monitoring of Services.** META assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation posting and/or transmission. However, Customer acknowledges and agrees that META and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of META, or in emergencies when physical safety is at issue, and that META may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. META shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.
- F. **Survival of Confidentiality Obligations.** The obligations of confidentiality and limitation of use described in this Section shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

#### IX. Use of Service; Use and Privacy Policies

- A. **Prohibited Uses and META Use Policies.** Customer and Customer's Users are prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of META service by others or the operation of the Network. Customer is responsible for assuring that any and all of Customer's Users comply with the provisions of the Agreement. META reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or Customer's Users, if META determines that such use is prohibited as



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identified herein, or information does not conform with the requirements set or META reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use.

- B. Customer understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students. Customer, therefore, will make no claim against Provider, regarding the use of the Service by Customer or Customer's Users, including transmission, accessing, downloading or uploading of information that is offensive, inappropriate for minors, a violation of local, state, federal, or international law or regulation or the violation of the rights, including but not limited to copyright, patent or trademark, of a third party.
  - C. Privacy Note Regarding Information Provided to Third Parties. META is not responsible for any information provided by Customer to third parties. Such information is not subject to privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.
  - D. Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.
  - E. Violation. Any breach of this Section Use of Service; Use and Privacy Policies shall be deemed a material breach of this Agreement. In the event of such material breach, META shall have the right to restrict, suspend, or terminate immediately this Agreement without liability on the part of META, and then to notify Customer of the action that META has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.
- X. Miscellaneous Terms
- A. Force Majeure. Neither Party (and in the case of META, META affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.
  - B. Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit META's use of third-party consultants and contractors to perform the Service.
  - C. Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when delivered by hand, or when delivered by overnight express or other delivery service (receipt requested), in each case as follows: (i) with respect to Customer, to the address set forth on the Service Agreement Cover Page; or (ii) with respect to META to: Attn: Contracts Coordinator, META, 100 Executive Drive, Marion, Ohio 43302. Each Party shall notify the other Party in writing of any changes in its address listed on the Service Agreement Cover Page.
  - D. Entire Understanding. The Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.
  - E. Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.
  - F. Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or Agreement shall survive termination or expiration of the Agreement.



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- G. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- H. No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.
- I. Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.
- J. No Waiver, Etc. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.
- K. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
- L. Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.
- M. Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.



## 2. VoIP Telephone Purchase



META Solutions -Piketon  
175 Beaver Creek Road  
Piketon, Ohio 45661  
740-289-5310

## Quote Details

Quote #:	PPL-V-005
Date:	04/06/2022
Term:	Net

## BILL TO:

Portsmouth Public Library  
1220 Gallia Street  
Portsmouth, OH 45662

Description: Cisco Phone Replacement Quote – New with 1-year warranty + 6 additional phones and licenses

Item Description	Frequency	Qty	Unit Price	Total
Cisco CP-8851 NIB Phone, 1 year warranty	One Time	32	\$234.84	\$7,514.88
Cisco CP-PWR-CUBE-4 POE power adapter for CP-8851 models, 1 year warranty	One Time	17	\$28.84	\$490.28
Cisco CP-8821 NIB Wireless Phone with battery and desktop charger, 1 year warranty	One Time	1	\$669.54	\$669.54
Cisco Voice Gateway SRST license	One Time	6	\$15.80	\$94.80
Licensing ELA (Phones)	One Time	6	\$185.85	\$1,115.10

Shipping: \$8.00  
Tax Rate: Exempt  
**Total: \$9,884.60**

This quotation is valid for thirty (30) days.  
This is a quotation on the goods named, subject to the following conditions: License Renewal  
To accept this quotation, please sign here and return along with a copy of your PO:

THANK YOU FOR YOUR BUSINESS!

There being no further business, on motion duly made and seconded, adjournment was taken at 12:10 p.m.

Approved this 16<sup>th</sup> day of August, 2022.

  
Dr. Charles Kemp, Member