

DAYTON METRO LIBRARY

REVISED- AGENDA OF THE MEETING OF THE BOARD OF TRUSTEES

Wednesday, March 19, 2025, 4:00 p.m.

1. DECLARATION OF CONFLICTS OF INTEREST

Trustees have the opportunity to share any possible conflicts of interest involving issues and actions under consideration by the Board

2. APPROVAL OF AGENDA - ACTION

The President will solicit from Trustees any additions or changes to the agenda.

3. APPROVAL OF MINUTES - ACTION

It is recommended that the Board take action on the minutes of the February 19, 2025 meeting of the Board.

4. CONSENT AGENDA - ACTION

All items on the Consent Agenda are considered to be routine in nature and will be enacted in one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of staff members at the workshop/conference as listed at the end of the agenda.

B. PERSONNEL ACTIONS

It is recommended that the Board approve the personnel actions as listed at the end of the agenda.

C. TUITION REIMBURSEMENT

It is recommended that the Board approve reimbursement for the following individuals for the course indicated once it has been completed, and as funds are available, as defined in the Tuition Reimbursement Agreement:

Tracy Borders, Information Services Assistant-Tech Emphasis, Huber Heights Branch Library, for the course "Information Resources and Services," 3.0 credit hours, Indiana University- Indianapolis, at a cost of \$1,664.08 for a total of \$1,664.08.

Jacobee Buchanan, Floating Information Services Assistant, Public Services, for the course "Leadership in Libraries and Information Centers," 3.0 credit hours Kent State University, at a cost of \$2,542.00 for a total of \$2,542.00.

Amanda Feuerstein, Information Services Assistant, West Carrollton Branch Library, for the course "Introduction to Research," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,497.50, and the course "Materials for Youth," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,497.50, for a total of \$2,995.00.

Danielle Oh, Information Services Assistant, West Carrollton Branch Library, for the course "Materials for Youth," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,477.50, and the course "Design for Informal Learning Environment," 3.0 credit hours, Indiana University-Indianapolis, at a cost of \$1,477.50, for a total of \$2,955.00.

Seth Patrick, Children's Services Librarian, Huber Heights Branch Library, for the course "Special Topics in LIS: Beyond Books," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, and the course "Special Topics in LIS: Intro to Makerspaces," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, and the course "Special Topics in LIS: Library IT Fundamentals," 3.0 credit hours, University of Kentucky, at a cost of \$2,208.00, for a total of \$6,624.00.

D. GIFTS AND GRANTS

It is recommended that the Board approve the Gifts and Grants as listed at the end of the agenda.

E. CONTRACTS AND AGREEMENTS

It is recommended that the Board approve the Contracts and Agreements as listed at the end of the agenda.

5. COMMENTS FROM THE GENERAL PUBLIC

RULES AND PROCEDURE FOR PUBLIC COMMENT

- 1) Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with rules and procedures.
- 2) Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
- 3) Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
- 4) Speakers shall limit their comments to matters pertaining to Library business. Speakers shall not be unduly repetitive of prior speakers.
- 5) All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
- 6) Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.

- 7) Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
- 8) In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

- Alicia Payne
- Jessica Drake

6. MONTHLY FINANCIAL REPORT - ACTION

The Monthly Financial Report for February 2025 is included in the Board packet.

The following investments were approved:

Major Sources of Revenue, Uses, and Investments

<u>Date</u>	<u>Source</u>	<u>Amount</u>	<u>Use in Operations</u>	<u>Investment</u>	<u>Where</u>
2/7/2025	RE Taxes	1,162,229.87	803,986.42	358,243.45	
2/13/2025	PLF	1,927,318.64	1,927,318.64	-	
2/14/2025	RE Taxes	2,802,640.72	1,968,416.53	834,224.19	Debt Service
2/21/2025	RE Taxes	5,186,383.40	3,600,300.30	1,586,083.10	Debt Service
2/28/2025	RE Taxes	591,892.57	411,859.67	180,032.90	Debt Service
Total		11,670,465.20	8,711,881.56	2,958,583.64	

7. FINAL APPROPRIATION RESOLUTION - ACTION

Enclosed with the Agenda is the recommended Final Appropriation Resolution for 2025 that was prepared in accordance with the Chart of Accounts required by the Auditor of State and based on the amended Official Certificate of Estimated Resources requested from the Montgomery County Budget Commission.

It is recommended that the Board adopt the following Resolution:

BE IT RESOLVED by the Board of Library Trustees of the Dayton Metro Library, Montgomery County, Ohio, that, to provide for the current expenses and other expenditures of said Board of Library Trustees, during the fiscal year ending December 31, 2025, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made during the said year.

Final Appropriation for 2025

GENERAL FUND

1000 - Salaries and Benefits	\$27,853,200
2000 – Supplies	\$896,115
3000 - Purchased Services	\$7,522,925

4000 - Library Materials & Information	\$5,472,000
5000 - Capital Outlay	\$807,600
6000 - Debt Service	\$0
7000 - Other Objects	\$181,455
8000 - Contingency	\$0
9000 - Transfer Out	\$0
Total General Fund Appropriations	\$42,733,295

SPECIAL REVENUE FUND

2000- Supplies	\$0
3000- Purchased Services	\$137,164
5000- Capital Outlay	\$285,079
Total Special Revenue Appropriations	\$422,243

DEBT SERVICE FUND

3000 - Purchased Services	\$220,000
6000 - Debt Service	\$10,064,462
Total Debt Service Fund Appropriations	\$10,284,462

BUILDING & REPAIR FUND

3000 - Purchased Services	\$0
5000 - Capital Outlay	\$0
7000 - Miscellaneous	\$0
9000- Transfer Out	\$3,000,000
Total Building & Repair Fund Appropriations	\$3,000,000

TAXABLE CONSTRUCTION FUND

2000 - Supplies	\$0
3000 - Purchased Services	\$0
5000 - Capital Outlay	\$0
7000 - Miscellaneous	\$0
Total Taxable Construction Fund Appropriations	\$0

Total All Funds Appropriations **\$56,440,000**

A roll call vote of the Trustees is required.

8. **BANKING SERVICES RESOLUTION** -ACTION

The Executive Director recommends the Board approve the Banking Services Resolution with Star of Ohio, as enclosed in the Board packets.

9. **BANKING SERVICES RESOLUTION** -ACTION

The Executive Director recommends the Board approve the Banking Services Resolution with Fifth Third Bank, as enclosed in the Board packets.

10. **EXECUTIVE DIRECTOR'S REPORT** – INFORMATION

The Executive Director will update the Board on current library programs and services.

- Allison Knight, Youth Services Director- Update on Library Card Signup Day
- Josh Ashworth, IT Services Director- Update on AI

11. PUBLIC COMMENT POLICY- ACTION

The Executive Director recommends the Board approve the following Public Comment Policy:

I. POLICY

1. Dayton Metro Library and its Board of Trustees recognizes that feedback is vital and necessary in ensuring that the organization is responsive to patron concerns. The Board is committed to providing patrons with the opportunity to be heard, while also recognizing the need to conduct their meetings in a manner that is civil, productive, orderly and efficient.

II. REGULATIONS: RULES AND PROCEDURE FOR PUBLIC COMMENT

1. Comments and input from the public shall be confined to the Public Comment section of each Board meeting. In order to ensure efficient and productive meetings, interruptions from the public shall not be tolerated.
2. Members of the general public who wish to comment shall register prior to the meeting and acknowledge their intention to comply with these rules and procedures.
3. Speakers will be called in the order in which they register and asked to step forward to address the Board and have their comments recorded for the public record.
4. Unless approved by the Library's Executive Director no fewer than seven (7) days in advance, comments shall be limited in duration to three (3) minutes. This time limit may be waived by the Board President.
5. Speakers shall limit their comments to matters pertaining to Library business. Disorderly conduct by speakers or members of the public may result in a reduction in speaking time or removal from the meeting.
6. All comments shall be made to the Board as a whole rather than an individual Board or Library staff member and shall be presented with civility and courtesy. Any questions or requests for additional information directed to the Board will be addressed in a reasonable time after the meeting by a Library staff member.
7. Meeting attendees will refrain from applause or vocal expressions of approval or disapproval of any comment.

8. Persons who violate any of these rules may be ordered to finish their comments immediately and/or leave the meeting.
9. In the interest of time or order, the Board President may terminate the public comment session of any meeting and add the remaining speakers to the next meeting's agenda. The Board President shall rule on any procedural matter connected with any speaker and the ruling will be final.

12. POLICY REVIEW- INFORMATION

As was discussed during the January 22, 2025 Board of Trustees meeting, the Board will begin reviewing previously approved policies during each Board meeting.

Trustees were asked to familiarize themselves with "Policy AD 101- Code of Professional Conduct" in advance of this meeting, as it will be the policy for discussion.

It is recommended that the Board review "Policy AD 103- Digital Video Security Cameras" in advance of the April 16, 2025 meeting.

13. NEW BUSINESS

14. DAYTON METRO LIBRARY BOARD OF TRUSTEES MEETING

The next regular meeting of the Dayton Metro Library Board of Trustees will be Wednesday, April 16, 2025 at 4:00 p.m. in the Board Room at the Main Library.

15. EXECUTIVE SESSION

It is recommended that the Board go into Executive Session in accordance with Article VII, Section 3, of the Amended and Restated Constitution and Bylaws of the Board of Trustees of the Dayton Metro Library, and with Section 121.22 (G)(1) of the Ohio Revised Code to discuss employment of a public employee.

A **roll call vote** will be needed.

16. ADJOURNMENT – ACTION

CONSENT AGENDA ADDENDUM

A. WORKSHOP HOURS

It is recommended that the Board authorize the attendance of the following staff members at the workshop/conference indicated below:

Kristen Allen-Vogel, Information Services Librarian, Information Services, Claudine Bennett, External Relations Manager, External Relations, Allison Knight, Youth Services Director, Youth Services, Bradley Kuykendall, Floater Manager, Public Services, Dr. Karlos L. Marshall, Community Impact and Engagement Director, Department for Community Impact and Engagement, Jordan Ostrum, LGBTQIA+ Services Specialist, Department for Community Impact and Engagement, and Laurel Spangler, Floating Information Services Assistant, Public Services, to attend “ALA Annual Conference and Exhibition,” sponsored by the American Library Association, and held in Philadelphia, PA from June 26, 2025 to June 30, 2025. It is further recommended that registration in the amount of \$430.00 each, airfare in an amount not to exceed \$441.00 each, ground transportation in an amount not to exceed \$72.00 each, parking in an amount not to exceed \$50.00 each, lodging in an amount not to exceed \$1,300.00 each, and meals in an amount not to exceed \$272.00 each be reimbursed by the Board.

Ken Conrad, Systems Manager, Information Technology Services, and Dan Knight, Network Systems Administrator, Information Technology Services, to participate in the virtual “Fundamentals of Cisco Firewall Threat Defense and Intrusion Prevention” on-demand webinar sponsored by New Horizons. It is further recommended that registration in the amount of \$4,000.00 each be reimbursed by the Board.

Westly Davis, Fiscal Officer/Finance Director, Finance, to attend the “CPIM Public Library Fiscal Officer Conference” being sponsored by OLC and held in Lewis Center, OH from May 1, 2025 through May 2, 2025. It is further recommended that registration in the amount of \$225.00, mileage in the amount of \$114.10, lodging in the amount of \$197.67, and meals in the amount of \$68.00 be reimbursed by the Board.

Kelly Geers, Dayton Metro Library Board of Trustees, Nolan Thomas, Dayton Metro Library Board of Trustees, Jeffrey Trzeciak, Executive Director, Executive Administration, David Williamson, Dayton Metro Library Board of Trustees, and Sara Woodhull, Dayton Metro Library Board of Trustees, to attend the “OLC Southwest Ohio Trustee Lunch” sponsored by OLC and held in West Chester, OH on April 24, 2025. It is further recommended that registration in the amount of \$50.00 each, and mileage in the amount of \$50.40 each be reimbursed by the Board.

Victoria Hix, Staff Development Assistant, Human Resources, to participate in the “Make Trainings Enjoyable!” workshop sponsored by the Association for Talent Development and held in Dayton, OH on March 14, 2025. It is further recommended that registration in the amount of \$25.00 be reimbursed by the Board.

Steve Moser, Teen Services Librarian, Trotwood Branch Library, to attend “Take 5: Let’s Talk- A Teen Services Event” being sponsored by the State Library of Ohio and held in Chillicothe, OH on May 2, 2025. It is further recommended that registration in the amount of \$30.00 and mileage in the amount of \$108.80 be reimbursed by the Board.

Brittany Townsend, Safety and Protective Services Officer, Safety and Protective Services, to attend the “CPR First Aid” training being sponsored by Focus Health and

held in Dayton, OH on March 26, 2025. It is further recommended that registration in the amount of \$65.00 be reimbursed by the Board.

B. PERSONNEL ACTIONS

It is recommended that the following **Appointments** be accepted:

Alvin Jordan, Social Media Specialist, full-time, Grade 10, External Relations, effective March 9, 2025 at the rate of \$22.06 per hour.

Manvir Kaur, Accountant, full-time, Grade 11, Finance, effective March 9, 2025 at the rate of \$30.00 per hour.

Brittany Townsend, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 9, 2025 at the rate of \$19.00 per hour.

Samuel Wildman, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services. Effective March 23, 2025 at the rate of \$19.00 per hour.

It is recommended that the following **Change in Location** be accepted:

Ann Crichton, Community Development Manager, full-time, Grade S07, Department for Community Impact and Engagement, from Community Development Manager, full-time, Grade S07, Community Development, effective March 9, 2025 at the rate of \$31.2939 per hour.

Camille Hall, Business Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Business Services Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$25.48 per hour.

Jessica Hunter, Nonprofit Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Nonprofit Services Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$28.48 per hour.

Keilani Judkins, Older Adult Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Older Adult Services Specialist, full-time, Grade 12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$24.98 per hour.

Yasmine Lajimi, Community Wellness Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Community Wellness Specialist, full-time, Grade 12, Community Development, effective March 9, 2025 at the rate of \$24.98 per hour.

Jordan Ostrum, LGBTQIA+ Services Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from LGBTQIA+ Services Specialist, full-time, Grade 12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$29.47 per hour.

Gabriela Pickett, Newest American Specialist, full-time, Grade 12, Department for Community Impact and Engagement, from Newest American Specialist, full-time, Grade

12, Equity, Diversity and Inclusion, effective March 9, 2025 at the rate of \$28.48 per hour.

It is recommended that the following **Change in Location, Change in Title** be accepted:

Megs Francis, Community Impact and Engagement Assistant Director, full-time, Grade S08, Department for Community Impact and Engagement, from Assistant Equity, Diversity and Inclusion Director, full-time, Grade S08, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$31.5515 per hour.

Dr. Karlos L. Marshall, Community Impact and Engagement Director, full-time, Grade S11, Department for Community Impact and Engagement, from Equity, Diversity and Inclusion Director, full-time, Grade S11, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$51.3760 per hour.

Robert Owens, Community Impact and Engagement Manager, full-time, Grade S07, Department for Community Impact and Engagement, from Racial Equity Manager, full-time, Grade S07, Equity, Diversity and Inclusion, effective February 23, 2025 at the rate of \$31.2000 per hour.

It is recommended that the following **Leave Without Pay** be accepted:

Chandler Johnson, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective February 6, 2025 for 23.63 hours for illness.

Ariel Parker, Floating ISA, full-time, Grade 08, Public Services, effective April 10, 2025 for 64.00 hours for vacation.

Khauriee Sullivan-Eason, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective January 25, 2025 for 0.10 hours for personal reasons.

It is recommended that the following **Promotion** be accepted:

Subrina Thompson, Patron Services Assistant Manager, full-time, Grade S05, Patron Services, from Senior Patron Services Assistant, full-time, Grade 06, Patron Services, effective March 23, 2025 at the rate of \$22.7861 per hour.

It is recommended that the following **Resignation** be accepted:

Naomi Boyd, Homework Help Assistant, Substitute, Grade Sub08, Youth Services, effective February 27, 2025.

Theresa Callen, Elementary Age Coordinator, full-time, Grade 12, Youth Services, effective February 12, 2025.

Billy Leece, Safety and Protective Services Officer, full-time, Grade CE2, Safety and Protective Services, effective March 17, 2025.

It is recommended that the following **Retirement** be accepted:

Miriam Adams, Children Services Librarian, full-time, Grade 11, West Branch Library, effective March 31, 2025, after more than 20 years of service.

It is recommended that the following **Termination** be accepted:

Brett Martinez, Information Services Assistant, Substitute, Grade Sub08, Equity, Diversity and Inclusion, effective February 28, 2025.

D. **GIFTS AND GRANTS**

It is recommended that the following **Gifts** be accepted:

\$50.00 from Joellyn Bashford on February 18, 2025.

\$50.00 from Taylor Lewis on February 19, 2025.

\$50.00 from Marisa Parmer on February 24, 2025.

\$100.00 from John Brooks on February 25, 2025.

It is recommended that the following **Grants** be accepted:

Dayton Metro Library received no new grants since the January 2025 meeting.

E. **CONTRACTS AND AGREEMENTS**

It is recommended that the following **Contracts and Agreements** be accepted:

Dayton Contemporary Dance Company:

Proposal for Ticket Purchase:

Dayton Contemporary Dance Company April 2025 Performances Between Dayton Contemporary Dance Company (DCDC) & Dayton Metro Library (DML)

1. Introduction Dayton Contemporary Dance Company (DCDC) is pleased to offer Dayton Metro Library (DML) the opportunity to provide its patrons with access to our upcoming performances of FANTASTIC FORWARDS. This partnership aims to broaden audience reach, introduce dance to new demographics, and reinforce our strong connection with Dayton Metro Library as a key community partner.

2. Performance Details

- Performance: FANTASTIC FORWARDS
- Dates & Times:
 - Saturday, April 26, 2025, at 7:30 PM
 - Sunday, April 27, 2025, at 4:00 PM
- Venue: Victoria Theatre, Dayton, OH
- Number of Tickets: 20 C-Level tickets per performance (40 tickets total)

3. Ticket Purchase by DML

- Ticket Price: \$10 per ticket
- Total Purchase Price: \$400 (40 tickets x \$10)
- Payment Terms: Payment is due no later than April 10, 2025, or prior to the public promotion of the ticket offer.

4. Ticket Distribution

- DML will not handle physical tickets. Patrons must contact Dayton Live directly to select their seats.
- Dayton Live will be informed of this agreement and prepared to handle calls from library patrons regarding these tickets.
- DML will have full discretion in promoting and distributing the tickets through a raffle, email blast, or other suitable method.
- Once tickets have been distributed to patrons, Dayton Metro Library will not be held responsible for any issues related to ticket usage or redemption.
- For any ticketing issues, patrons can contact Michael Green, Marketing Director of DCDC, at mgreen@dcdc.org or call 937-228-3232 M—F 10 AM—5 PM. office: 937 228 3232 dayton contemporary dance company 840 germantown street, dayton, oh 45402

5. DCDC Responsibilities

DCDC will:

- Provide 20 C-Level tickets(valued at \$45 each) for each of the specified performances.
- Provide the main show image and description for DML’s marketing team.
- Supply a folder of past performance clips and rehearsal footage for the world premieres featured in this concert.
- Provide contact information for Michael Green, Marketing Director, for ticketing issue resolution.
- Review marketing materials when possible to ensure accuracy and branding alignment.
- Inform Dayton Live of the ticket distribution plan.
- Offer additional benefits upon discussion, such as:
 - Inviting DML staff to observe an in-studio rehearsal.
 - Hosting a dancer meet-and-greet for ticket recipients.
 - Extending invitations to future DCDC events.

6. Dayton Metro Library Responsibilities

DML will:

- Purchase the tickets for \$400.
- Promote the ticket offer to patrons.
- Share draft promotional materials with DCDC for review before public release.

7. Ticket Policy

Tickets are non-refundable. If a performance is canceled or rescheduled, DCDC will work with DML to determine an appropriate alternative solution.

8. Agreement & Signatures

Upon signature by both parties, this document serves as the formal agreement between Dayton Contemporary Dance Company and Dayton Metro Library regarding the purchase and distribution of tickets for Fantastic Forwards. Any amendments or modifications must be made in writing and agreed upon by both parties.

Signatures

Dayton Contemporary Dance Company

Signature:

Name:

Title:

Date:

Dayton Metro Library

Signature:

Name:

Title:

Date:

Fahlgren Mortine:

This **MASTER AGENCY SERVICE AGREEMENT** (this "Agreement") is made effective as of _____ and sets forth the terms and conditions under which **THE SHIPYARD, LLC**, a Delaware limited liability company with offices at 580 North Fourth Street, Suite 500 Columbus, Ohio 43215 (hereinafter referred to as "Agency") will provide services to Dayton Metro Library with offices at 215 E. 3rd Street, Dayton, Ohio (hereinafter referred to as "Client"). Agency and Client Is each a "Party" and are together the "Parties" to this Agreement.

WHEREAS, Client wishes to employ Agency as its agency of record to provide various advertising and marketing services, which may include strategy, planning, creative conception, content creation and production, web and mobile application development, data management and analytics, on-line and offline media planning and buying, account and project management services for Client; and

WHEREAS, Agency wishes to provide such services to Client, including, without limitation, through the Agency's Fahlgren Mortine division.

NOW, THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, Agency and Client agree as follows:

1. Definitions.

A. "Approved Materials" means all Client Materials and all other materials, content, graphics, images, audio or video files, text, data or information approved by Client for use by Agency in connection with its performance of the Services.

B. "Deliverable(s)" means tangible work product specified in a Statement of Work to be created by Agency and delivered to Client as prescribed in such Statement of Work, excluding any Agency Technical Elements and third party components that may be embedded in or utilized in the delivery or presentation thereof.

C. "Client Materials" means all materials, content, graphics, images, audio or video files, text, data or information furnished by Client to Agency in connection with Agency's performance of the Services.

D. "Service(s)" means those specific activities to be performed by Agency as prescribed in a Statement of Work.

E. "Statement of Work" (also "SOW") means a written statement executed by the Parties which describes in detail the nature, scope and duration of and fees and costs (including any ThirdParty Provider fees, commissions or costs) for any Services and/or Deliverables to be provided under the terms of this Agreement.

F. "Third-Party Provider(s)" means any media or production company or other vendor providing services as an independent contractor to Agency, on behalf of the Client, in connection with the Services.

2. Agency Services. Subject to Client's fulfillment of its obligations under this Agreement, Agency shall provide the Services and Deliverables set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("SOW No.1") and in any subsequent SOW executed by the Parties (which shall be numbered sequentially and subject to the terms hereof).

3. Agency Appointment and Authorization. Client hereby appoints and authorizes Agency to act as Client's agent in purchasing any media, production and other services and materials from Third-Parties that may from time to time be required pursuant to an SOW, subject to the conditions and limitations set forth in Section 6 of this Agreement. Agency's authority to act as Client's agent pursuant to any SOW shall terminate upon termination of this Agreement or the applicable SOW.

4. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 10 hereof (the "Term").

5. Compensation for Services. In consideration for Agency's performance of the Services and creation and delivery of Deliverables under this Agreement, Client shall pay Agency's fees and reimburse Agency's expenses as set forth in the applicable SOW and, except as otherwise provided therein, in keeping with the following:

A. Agency shall be compensated by Client for all media planning, buying, analysis and experimentation services at commission rates or fees at the rates set forth in the applicable SOW.

B. Agency billings for Third-Party Provider media, production and other out-of-pocket and reimbursable expenses shall not exceed aggregate budgets set forth in the applicable SOW, if any, without Client's prior written approval.

C. Except as otherwise provided in an SOW, Agency will submit and Client will pay invoices for fees and expenses due hereunder as follows. On or about the first business day of each month or as reasonably soon thereafter as practicable, Agency shall submit invoice(s) to Client for amounts known to be due and owing to Agency from Client for the preceding month (each a "Monthly Invoice"). Each Monthly Invoice shall include reasonable detail supporting the fees and expenses set forth therein. Client shall pay all undisputed fees and expenses in each Monthly Invoice and notify Agency in writing of the basis for disputing any fees or expenses therein (including all documentation relevant to such dispute) within thirty (30) days of the date of such Monthly Invoice.

D. If payment is not received within thirty (30) days from date of a Monthly Invoice, in addition to any other rights or remedies it may have, Agency may provide notice of breach and/or suspend the provision of Services and Deliverables to Client until all past due amounts owed by Client to Agency have been paid in full.

E. Agency shall bill a 2% Administrative Fee to Client on each invoice to provide for the proper day-to-day management of Client's account, which shall include the following services: travel to and from Client's location(s); color copy and print charges; telephone, fax, photocopy, video/film and tape storage charges; postage; document storage charges; account administrative services, such as preparation of Client invoices, issuing vendor payments, compliance and contract administration; courier and delivery charges. The 2% Administrative Fee shall be based only on the charges for the services specified on each Client invoice and do not apply to Outside Purchases (as defined below).

F. If no Administrative Fee is charged, Client shall reimburse Agency for the actual cost of all agency direct costs otherwise subject to the 2% Administrative Fee (outlined above in the preceding paragraph) incurred in providing services.

G. All purchases of third-party goods or services made on Client's behalf shall be estimated in advance, subject to a commission of 17.65% on the net cost of such purchases, and billed directly to Client. Examples of outside purchases include, but are not limited to: clipping, distribution and wire services; photography and cinematography; legal services authorized by Client; audio and video recording, duplication and talent fees; production negatives, duplicate films, photostats, proofs, etc.; art services provided by sources outside the Agency; all media; special purchases made on Client's behalf by Agency for which orders are placed and billed through Agency.

H. Applicable taxes will be charged on all invoices unless Client files an appropriately completed tax-exempt certificate with Agency.

I. If Client pays via credit card, Agency shall pass through all credit card processing fees. That fee shall be based on total invoice charges including agency fees, direct costs and the out-of-pocket costs of outside purchases. Fees and expenses are due upon receipt. Wire or ACH payments can be set up; related fees must be paid by Client.

J. All local, state and federal taxes levied on materials and Services purchased by Agency on Client's behalf shall be billed to Client in the month immediately following the month such taxes have been levied.

6. Confidentiality. Each of Client and Agency (for purposes of this provision, a "Receiving Party") agrees that it and Its employees, agents, and representatives shall not, without first obtaining the prior written consent in each instance of the other Party (for purposes of this provision, a "Disclosing Party"), disclose, make commercial or other use of (other than in furtherance of this Agreement), give or sell to any person, firm, corporation, or entity, any confidential or proprietary information received directly or indirectly from the Disclosing Party in the course of this Agreement, including data, reporting, computer applications, software, computer code, user interface designs, analytics delivery methods, inventions, formulas, systems, improvements, prices, discounts, business affairs, products, product specifications, statistical or mathematical processes, and know-how, the existence of this Agreement, technical information of any kind whatsoever, trade secrets and other confidential, secret or proprietary matters, that is identified by Disclosing Party as "Confidential" and/or "Proprietary," or which, under all of the circumstances, ought reasonably to be recognized and treated as confidential and/or proprietary, including this Agreement (collectively, the "Confidential Information").

Notwithstanding the foregoing, (i) Disclosing Party's Confidential Information shall not include information that: (a) was rightfully in a Receiving Party's possession prior to the time of disclosure of said information to it by the Disclosing Party (the "Time of Receipt") without restriction from a source under no obligation to either Client or Agency to maintain such information in confidence; (b) was in the public domain prior to the Time of Receipt; (c) entered the public domain after the Time of Receipt by any means other than an unauthorized act or omission on the part of the Receiving Party; (d) was supplied to Receiving Party after the Time of Receipt without restriction by a Third-Party Provider that is under no obligation to either Client or Agency to maintain such information in confidence; or (e) was independently developed by Receiving Party prior to the Time of Receipt; and (ii) Receiving Party may disclose Confidential Information of the Disclosing Party if and to the extent required to do so pursuant to court order, legal process or applicable law if the Receiving Party provides the Disclosing Party prompt notice of such requirement and a reasonable opportunity to obtain a protective order prior to such disclosure preventing or limiting same. Each Party shall maintain and protect the confidentiality of the Confidential Information of the other Party in a manner at least as

protective as the measures it uses with respect to its own Confidential Information of like type, but in no event using less than a reasonable degree of care.

Client's products shall be promoted under trademarks owned by or licensed to Client and are products which are either owned by Client and/or as to which Client has all lawful authority necessary to market and sell the products. Client represents and warrants that its trademarks, trade names and trade dress do not infringe on any intellectual property or product marketing rights of any other person or entity. Client further represents and warrants that the promotion of any Client product by Agency does not infringe on any intellectual property or product marketing rights of any other person or entity; Upon termination of this Agreement or written request from Disclosing Party, Receiving Party shall, at Disclosing Party's discretion, promptly return or destroy of Disclosing Party's Confidential Information in Receiving Party's possession and confirm in writing that it has done so.

7. Use of Name and Logo in Client. The form and content of any public announcement to be made by one Party regarding this Agreement or the subject matter contained herein, shall be subject to the prior written consent of the other Party (which consent may not be unreasonably withheld), except as may be required by applicable law, in which event the other Party shall endeavor to give the other Party reasonable advance notice and review of any such disclosure. Notwithstanding the above, either Party may, in connection with its general marketing materials and without the consent of the other Party, list the name of the other Party in a non-descriptive fashion, in a list of the names of other similarly situated third parties with which such Party does business.

8. Intellectual Property

A. Existing Proprietary Rights. Except as otherwise provided herein or In an SOW, each of Client and Agency retains all existing patent rights, copyrights, trademarks, trade secrets, publicity rights and other proprietary rights and interests of any type (collectively, "Intellectual Property Rights"), including in any content, technology, methods, protocols, algorithms, software, user interfaces, databases, works of authorship, designs, inventions, brands, identifiers and other information, which such Party possesses as of the Effective Date. Further, notwithstanding anything to the contrary herein, Agency will retain all Intellectual Property Rights which it acquires or develops outside the scope of Its obligations under this Agreement.

B. Ownership of Deliverables by Client. Except as otherwise provided in an SOW, upon payment by Client for and delivery of a Deliverable, Client shall be the owner of all right, title and interest in and to such Deliverable. If any Agency Technical Elements and/or third party components are embedded or utilized in the delivery or presentation of any Deliverable, Agency will notify Client thereof and, if required by the applicable SOW, provide or procure on Client's behalf a license to use same to the extent necessary to enable Client to utilize such Deliverables.

C. Client Data. Client shall retain all rights in and responsibility and liability for all information, including personally-identifying information ("PII" or "Personal Information"), provided or made available or accessible to Agency by Client during the Term hereof ("Client Data"). Agency shall retain all rights, including Intellectual Property Rights, in and to all systems and methods involved in processing and reporting data, including Client Data.

D. License. Subject to the other terms of this Agreement and any applicable SOW, Client hereby grants to Agency the right and license, for the Term of this Agreement, to use Client's Intellectual Property Rights and Client Data to provide Services, deliver Deliverables and otherwise fulfill Agency's obligations hereunder.

E. Analytics Access. Agency may provide Client with access to dashboards and/or performance analytics information if and as set forth in an SOW.

F. Data Privacy and Disclosure. Client (i) represents and warrants that Client has secured and possesses express written consent from all individuals whose Personal Information is accessible by or provided to Agency hereunder, authorizing Agency to access and use same in exercising Its rights and fulfilling its obligations under this Agreement; and (ii) covenants that Client will not provide or permit Agency to access any Personal Information from any individual who has not provided such express written consent. Client acknowledges and agrees that with respect to Personal Information hereunder: (i) Client is the "controller" and Agency is the "processor," as those terms are used in multiple data privacy laws (or "business" and "service provider," respectively, as those terms are used In the California Consumer Privacy Act); (ii) Client is solely responsible to make any disclosures required by applicable law to and secure any consents required by applicable law from individuals whose Personal Information may be provided to or accessed by Agency pursuant to this Agreement; and (iii) Client will promptly and timely notify Agency in writing of the cancellation or withdrawal of any consents required by applicable law from individuals whose Personal Information may be provided to or accessed by Agency pursuant to this Agreement .

G. Technical Elements and Licenses. The Deliverables may include software, data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications (collectively, "Technical Elements"), including Technical Elements owned or developed by or for Agency prior to, or independently from, its engagement hereunder, together with any modifications or derivatives thereof or enhancements thereto (collectively, "Agency Technical Elements"). Agency retains exclusive ownership of all Agency Technical Elements and all Intellectual Property Rights therein. Furthermore, and notwithstanding anything to the contrary contained herein, Agency retains all rights to its general knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Services but excluding any of the foregoing to the extent comprising or including Confidential Information of Client.

H. Agency hereby grants to Client, a perpetual, irrevocable, worldwide, fully-paid, royalty free, non-exclusive, non-transferable (except as otherwise permitted herein) license (with the right to sublicense) to utilize the Agency Technical Elements in conjunction with Client's receipt or use of the Services or the Deliverables for its internal business purposes only. Client hereby grants to Agency a perpetual, irrevocable, worldwide, fully-paid, royalty-free, non-exclusive license to use, copy, modify and sublicense, within the course of Agency's business, all Deliverables and any Technical Elements acquired or developed for Client hereunder.

9. Termination

A. Termination by Agency. Agency may terminate this Agreement:

B. For any reason or no reason, upon ninety (90) days advance written notice to Client; or

C. Immediately, if Client breaches any material term of this Agreement (specifically including by failing to make timely payment of any undisputed amount on an invoice) and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from Agency. In addition to the right to terminate this Agreement as provided above, Agency will retain all other rights and remedies available to it at law, in equity or under this Agreement, in event of Client's uncured breach hereof.

D. Termination by Client. Client may terminate this Agreement:

E. For any reason or no reason, upon ninety (90) days advance written notice to Agency; or

F. Immediately, if Agency breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days of receipt of written notice thereof from Client. In addition to the right to terminate this Agreement as provided above, Client will retain all other rights and remedies available to it at law, In equity or under this Agreement, in event of Agency's uncured breach hereof.

G. Upon expiration or termination of this Agreement, Agency shall promptly invoice Client for all Services performed by Agency and commissions for authorized media spending that were not previously invoiced and Client will promptly pay Agency all undisputed amounts due, subject to which Agency shall assign to Client and Client shall assume all contracts entered into by Agency with Third-Party Providers for Client's account. If any contract to be assigned pursuant to this Section cannot be assigned to Client, Agency may, at its sole discretion, continue to perform thereunder, in which event Client shall fulfill all of its obligations to Agency as to such unassigned contract(s), as though this Agreement had not been terminated.

H. Upon expiration or termination of this Agreement for any reason, each Party will promptly return or destroy all Confidential Information of the other Party as provided herein.

I. Rights and obligations under this Agreement that by their nature or effect are required or intended to remain in effect after the expiration or termination hereof (including payment by Client of all amounts due and owing to Agency) shall survive such expiration or termination of this Agreement.

10. Warranties.

A. Warranties and Covenants of Agency. Agency represents, warrants, and covenants that: (i) Agency is duly formed in its jurisdiction of organization and possess all requisite power, authority and capacity to fulfill Its obligations under this Agreement; (ii) the individual(s) executing the Agreement on behalf of Agency are fully authorized to bind Agency to its obligations hereunder; (iii) the Services will be performed in a professional, diligent, and workmanlike manner reflecting industry standards; (iv) Agency has, to the best of Its knowledge, all rights necessary to grant the rights in the Deliverables contemplated herein; and (v) Agency will endeavor to comply in all material respects with all applicable laws in connection with this Agreement.

B. Warranties and Covenants of Client. Client hereby represents, warrants and covenants that: (i) Client is duly formed in its jurisdiction of organization and possess all requisite power, authority and capacity to fulfill Its obligations under this Agreement; (ii) the individual(s) executing the Agreement on behalf of Client are fully authorized to bind Client to its obligations hereunder; (iii) Client owns all right, title, and interest in and to, or has full and sufficient right and authority to use and to authorize Agency to use in the manner contemplated by this Agreement all Client Materials, and will not furnish Client Materials to Agency absent such right and authority; (iv) Approved Materials will not infringe or violate any third party's Intellectual Property Rights or include anything which is false, defamatory, unlawful or injurious to the rights of any third party; (v) Client will reimburse Agency for all payments to Third-Party Providers made by Agency on Client's behalf hereunder; (vi) Client will comply in all material respects with all applicable laws in connection with this Agreement; (vii) Client's products shall be promoted under trademarks owned by or licensed to Client and are products which are either owned by Client and/or as to which Client has all lawful authority necessary to market and sell the products; (viii) Client represents and warrants that its trademarks, trade names and trade dress do not infringe on any intellectual property or product marketing rights of any other person or entity; (ix) Client further represents and warrants that the promotion of any Client product by Agency does not infringe on any intellectual property or product marketing rights of any other person or entity

C. Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE AS FOLLOWS. THIS SECTION 11 SETS FORTH AGENCY'S SOLE AND EXCLUSIVE WARRANTIES CONCERNING SERVICES, DELIVERABLES AND AGENCY'S PERFORMANCE UNDER THIS AGREEMENT, WHICH ARE MADE IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND/OR REPRESENTATIONS, EXPRESS OR IMPLIED. AGENCY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR

NON-INFRINGEMENT OR ARISING FROM COURSE OF TRADE OR OTHERWISE. AGENCY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE ERROR-FREE, OPERATE WITHOUT INTERRUPTION OR SATISFY CLIENT.

11. Indemnification.

A. Indemnification by Agency. Agency will defend, indemnify and hold harmless Client and its shareholders, directors, officers, employees, agents, and representatives from and against any and all third party claims, liabilities, costs, expenses, damages, taxes, deficiencies, losses, or other obligations of any kind or nature (including reasonable attorneys' fees and other costs and expenses of litigation) (collectively, "Losses") that any of them incurs arising out of or resulting from: (i) the gross negligence or willful misconduct of Agency which results in personal injury or death of any person or the loss of or material damage to real or tangible personal property; (ii) any violation of law by Agency; and (iii) Agency's unauthorized use or disclosure of Client's Confidential Information

B. In addition to the foregoing, if any Service or Deliverable is held or, in Agency's sole opinion, is likely to be held to infringe or violate any third party's Intellectual Property Rights, Agency shall inform Client thereof and, at Agency's sole expense and option (a) procure the right for Client to continue using such Service or Deliverable, (b) replace or modify such Service or Deliverable so as to render it non-infringing, (c) defend, indemnify and hold harmless Client 8 MASTER SERVICE AGREEMENT from Losses resulting from such claim, or (d) terminate this Agreement and provide a pro rata refund to Client of any fees pre-paid for such Service or Deliverable and not yet used. The foregoing constitutes Client's entire and exclusive remedy and Agency's sole liability with respect to any actual or likely infringement or violation of any third party's Intellectual Property Rights by Agency or by any Service or Deliverable.

C. Notwithstanding the foregoing or anything to the contrary in this Agreement or any SOW, Agency will have no duty of indemnification or other obligation hereunder for or in connection with any third party's claim based in whole or in part on (1) any act or omission by Client in violation of its obligations under this Agreement, (2) any Approved Materials or either Party's use thereof, (3) any modification of any Service or Deliverable made by Client or at Client's request, or (4) the combination of any Service or Deliverable with any product, service or element not provided by Agency.

D. this Agreement ("Indemnitee") shall promptly provide written notice thereof to the other Party ("Indemnitor"), tender the defense of such claim to Indemnitor and cooperate fully, at Indemnitor's expense, in the defense or settlement thereof. If Indemnitor accepts Indemnitee's request for indemnification hereunder, Indemnitor may defend or settle such claim, at its sole discretion, provided that Indemnitor will agree to no settlement terms imposing equitable obligations or limitations on Indemnitee without the latter's written consent, which may not unreasonably be withheld.

12. Limitations of Liability.

A. Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY (NOR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE EQUITY HOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, OR LICENSORS) WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS BY REASON OF COST OF CAPITAL OR LOSS OF DATA, CONNECTED WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER BASED ON CONTRACT, WARRANTY, TORT, STRICT LIABILITY, VIOLATION OF LAW OR

ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE PARTY SOUGHT TO BE HELD LIABLE WAS ADVISED OF THE POSSIBILITY THEREOF.

B. Limitation. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE TOTAL LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES IN ANY WAY CONNECTED WITH, ARISING OUT OF, OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT PAID BY CLIENT TO AGENCY UNDER THE APPLICABLE SOW(S) DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

C. Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS OF DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 13 OF THIS AGREEMENT SHALL NOT APPLY TO OR LIMIT DAMAGES, CLAIMS, LIABILITIES, COSTS, EXPENSES, OR LOSSES CONNECTED WITH, ARISING OUT OF, OR RELATING TO (i) ANY BREACH OF THE CONFIDENTIALTY OBLIGATIONS SET FORTH IN SECTION 7 HEREOF, (ii) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 12 HEREOF, OR (iii) ANY ACT OR OMISSION OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD BY EITHER PARTY.

D. Mitigation. Each Party has a duty to mitigate any costs, damages and/or Losses that may otherwise be recoverable from the other Party pursuant to this Agreement (including via indemnification pursuant to Section 12) by taking reasonable and appropriate actions to reduce or limit the amount of such costs, damages or Losses. 9 MASTER SERVICE AGREEMENT

13. Force Majeure. Neith Party shall be deemed to be in breach of this Agreement or liable as a result of any delay, failure or interruption in performance hereunder resulting directly or indirectly from any fire, earthquake, catastrophe, natural disaster, act of God, act of civil or military authority, civil disturbance, war, strike or other labor dispute, epidemic, pandemic, transportation or telecommunication disruption, Internet interruption, act or order of any government agency or other circumstance beyond such Party's reasonable control (each a "Force Majeure Event"). The time for such excused delay, failure, or interruption of performance shall be equal to the duration of the Force Majeure Event, provided that the non-performing Party employs commercially reasonable efforts to resume its performance. If Agency is not able to perform its obligations hereunder due to a Force Majeure Event for more than thirty (30) consecutive days, Client shall have the right to terminate this Agreement and any applicable SOW, subject to Client's contemporaneous payment of all undisputed fees and expenses incurred through the date of termination.

14. Governing Law, Jurisdiction. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Ohio without regard to conflicts of law principles. Any legal action over a dispute between the Parties regarding this Agreement or the subject matter hereof may be brought only in a state or federal court sitting in Columbus, Ohio and the Parties hereby submit to the personal jurisdiction of such courts and waive any objection to venue therein.

15. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempted assignment in violation thereof shall be void. Notwithstanding the foregoing, Agency may delegate or subcontract portions of the work to be performed under this Agreement to a qualified Third-Party Provider.

16. Entire Agreement; Modification. This Agreement, including all applicable SOWs, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties, whether written or oral, relating thereto, including, without limitation, any agreement with any predecessor of the Agency. No modifications, amendments, or supplements to this Agreement or any SOW shall be effective for any purpose unless agreed upon in writing and signed by both Parties. In the event of any conflict between the terms of this Agreement and any SOW, the latter shall take precedence.

17. Severability. In the event that any clause or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining clauses and provisions hereof shall remain in full force and effect.

18. Waiver. The failure, delay or omission of either Party to enforce any right, term or condition under this Agreement shall not be construed as a waiver thereof nor of any subsequent right to enforce same or any other right, term or condition hereunder.

19. Notices. Any notice, request, demand, or other communication from one Party to the other Party required or permitted to be given under this Agreement shall be (a) delivered in person; (b) sent by overnight service (delivery confirmation required); or (c) transmitted via facsimile or e-mail (receipt confirmation required) and effective on the date of receipt. Notices shall be sent as follows: Notices to Agency: Name: Matt Bruot Title: CFO Org: The Shipyard, LLC Address 580 N. 4th St., Columbus, Ohio 43215 E-Mail: mbruot@theshipyard.com Fax: (614) 111-1111 Notices to Client: Name: Debi Chess Title: External Relations and Development, Director Org: Dayton Metro Library Addresses: 215 E. 2nd Street, Dayton, Ohio 45402 E-Mail: dchess@daytonmetrolibrary.org Fax: N/A Parties may change such notice addresses upon written notice as provided herein.

20. Miscellaneous. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions. Each individual executing this Agreement on behalf of a Party represents that such individual has authority to act on behalf of, and that this Agreement is binding on, such Party. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Agreement may be executed electronically via DocuSign.

21. Insurance. Agency agrees to maintain Commercial General Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence. Agency shall also maintain Professional Liability insurance, including media/cyber liability with limits of liability not less than \$500,000.00 per occurrence.

22. Non-Solicitation/No-Hire. Neither Party shall solicit or hire, in any capacity whatsoever, any of the other Party's employees during the Term of this Agreement and for a period of one year (1) thereafter, without the express written consent of the other Party.

23. Survival. Sections 1, 5, 6, 8, 9, 11,12, 14, 17, 19, 20, 22 and 23 shall survive any termination of this Agreement. [Signatures appear on the following page.]

In WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the Effective Date.

APPROVED ON BEHALF OF: THE SHIPYARD, LLC

BY:
NAME:
TITLE:
DATE:

BY:
NAME:
TITLE:
DATE:

Scope of Work:

January 6, 2025

Fahlgren Mortine Scope of work

Objective

Fahlgren Mortine will assist with the development of Dayton Metro Library’s communications plan; provide counsel and support as needed for various communications needs; and administer on-camera media training for branch managers and directors.

Deliverables

Communications Plan - \$25,000 Research, assessment and development of a communications plan to protect and preserve Dayton Metro Library’s reputation with its various stakeholders.

Small Group Media Training Sessions - \$16,500 On-camera mock interviews and post-session reports. (Directors and 5 branch manager sessions)

On-Call Communications Counsel and Support - \$3,000 Counsel and support as needed for various communications needs; might include developing topical messages; communications materials or advising on strategy and approach.

Timeline

Feb. 24: Determine the invite list for Small Group Media Training Sessions

March 3: Schedule media trainings for directors and five group branch manager media trainings.

April 1: Begin Communications Plan research and assessment.

April 15 – June 30: Communications Plan development

July 1: Communications Plan finalized

**ON-Call Communications Counsel and Support: As necessary.*

The Neon:

THE NEON and ThinkTV are once again in the planning stages for presenting THE FAMILY SUMMER FILM FEST- a 6-week series of fun, educational programming to help prevent the “summer slide” for elementary-aged children. I’m writing today in hopes of getting DML’s partnership for a fourth year. We want to continue to offer this programming for free to everyone in the community, and that’s why I’m hoping you’ll be able to partner with us once again.

We are planning 6 consecutive weeks beginning on Saturday, June 14 at 11:00am. During each of the 6 weeks, we will have tabling opportunities in the lobby for your organization to offer literature for upcoming events, swag and/or books for attendees. We will plan to utilize DML produced videos (perhaps the “Ms. Winne read-along shorts”) at the start of each program and

then play approximately 45-55 minutes of PBS Kids material (which will be episodic in nature in case some attention spans end up being too short). After each screening, attendees will then head to our patio for a hands-on activity (one week might be friends from Dayton Metro Parks and another week might be an org with puppies talking about caring for pets). We're very excited that THE NEON will be installing an awning over our patio this year. This will allow programming to proceed that is less reliant on perfect weather.

In order to market the series, ThinkTV will produce a preview that will play at THE NEON before our traditional engagements (as well as on Channel 16) for several weeks before the festival. The preview will notify the community of the dates and times of our programming and will also highlight our partners. In addition, we will reach out to schools, summer camps, Big Brothers/Big Sisters, and numerous other organizations to help spread the word. During the last couple years, we saw most weeks drawing 80+ attendees (sometimes well over 100). We're hoping to see continued growth this year.

In 2024, the Library was able to contribute \$2,500. If you're able to partner with us at this level again, that would be truly great news.

Many thanks for considering this partnership once again.

Jonathan McNeal, Manager