

Resolution No. RS2020-570

A resolution approving an Agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Teletask, Inc. to provide notification message delivery services in connection with the Scheduler and Messenger Service.

WHEREAS, Teletask, Inc. and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, have entered into an Agreement, attached hereto and incorporated herein, to provide notification message delivery services in connection with the Scheduler and Messenger Service; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this Agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Agreement between Teletask, Inc. and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide notification message delivery services in connection with the Scheduler and Messenger Service, a copy of which is attached hereto and incorporated herein, is hereby approved.

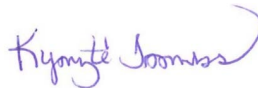
Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY OF FUNDS:



Kevin Crumbo, Director  
Department of Finance

INTRODUCED BY:



APPROVED AS TO FORM AND LEGALITY

*Derrick C. Smith*  
Assistant Metropolitan Attorney

Member(s) of Council



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Account Approved By	Account Billing Contact Information
<b>Account Name:</b>	<b>Contact Name:</b>
<b>Date:</b>	<b>Title:</b>
<b>Authorized Signature:</b>	<b>Address:</b>
<b>Print Name:</b>	<b>City, State, Zip:</b>
<b>Title:</b>	<b>Phone:</b>
<b>Email:</b>	<b>Email:</b>

Teletask Accepted By
<b>Name:</b> Brian Rees
<b>Date:</b> <i>Brian Rees</i>
<b>Authorized Signature:</b> <i>9-2-2020</i>
<b>Address:</b> 8066 Sunset Ave, Suite 101
<b>City, State, Zip:</b> Fair Oaks, CA, 95628
<b>Phone:</b> 916-863-2202
<b>Email:</b> brian@teletask.com



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## AGREEMENT

This agreement is made and entered into as of September 2, 2020 and expires September 1, 2021 by and between

The Metropolitan Government of Nashville and Davidson County  
on behalf of  
Metro Public Health Department  
Whose principal place of business is  
2500 Charlotte Avenue  
Nashville, TN 37209

And

Teletask, Inc.  
Whose principal place of business is  
8066 Sunset Ave Suite 101  
Fair Oaks, CA, 95628

Whereas, both parties have in common and concurrent interest in providing notification message delivery services between the the Metropolitan Government of Nashville and Davidson County ("Metro" or "CLIENT" or "Customer") and Teletask. Both parties will be subject to the following terms.

This Teletask Contract Service Agreement ("Agreement"), dated as of the Effective Date, governs the use by Customer of the services provided by Teletask in connection with the Scheduler and Messenger Service. This Agreement includes (1) The Estimate that provides the type, quantity, time frame, and payment terms for the services purchased from Teletask, (2) A description of Teletask Services and (3) the Terms of Service below.

1. Teletask software, as described in the Description of Services, is licensed, not sold, and all rights to the software are reserved and granted in the form of access by the provider to the customer. Customer agrees to pay for the Teletask Services and comply with the terms and conditions set forth in this Service Agreement and the Terms of Service agreement. The Fees for the Service are shown in the Estimate. Subsequent purchases of services shall be subject to the terms and conditions of this agreement.
2. The Teletask Service may be used for the maximum number of users, clients, number of credits, or number of daily messages specified within the time frame provided in the Estimate. If the number of caseload/clients/messages (as determined by contract type) is higher than the number reserved, Teletask reserves the right to charge in proportion to the additional usage. Customer may elect Early Termination of the Services solely as permitted in the Terms of Service.
3. Customer represents and warrants that customer has all necessary authorization to purchase and pay for the Teletask Services indicated in their Estimate.
4. Customer agrees to provide the necessary electric service, computer equipment and internet access for implementing Teletask Services. Customer agrees to provide, install and maintain, at Customer's expense, data communication lines in accordance with minimum specifications prescribed by Teletask. Customer shall be responsible for ongoing charges for Customer's own use of such data communication lines.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND TELETASK.



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## DESCRIPTION OF SERVICES

- (1) Teletask will allow customer to use the Teletask web-based service that gives providers the means to send auto dialer messages to clients (SMS Text, Voice and Email), Chat with clients (Over SMS Text for client), manage their client lists, run reports, and other functions per the associated Invoice.
- (2) **INSTALLATION/ACTIVATION SERVICES:** Customer may elect to receive any of the following Installation Services from Teletask:
  - Configuration of the messaging service to meet customer profile, including messaging types, languages, import file requirements, requested caller ID and more.
  - Setup and sample scripts of automated messages in English (typically Appointment Reminders and Missed Appointment Messages). Message recordings and translations are the responsibility of the customer.
- (3) **TRAINING.** Customer will receive Teletask Messenger training remotely. Training involves step by step instructions on user and admin functions. If possible, Teletask will assist in training customer to create reports for the Teletask system, depending on Teletask's experience with the customer's own MIS/EHR system. Teletask's portal also includes training tutorials and videos for users.
- (4) **SUPPORT SERVICES.** Support Services include remote service and support during normal business hours (9am-8pm EST). Customer will designate individuals who will be the authorized point of contact for all technical support communications between Teletask and Customer. Teletask will use commercially reasonable efforts to assure total system availability and functionality 24 hour a day, 7 day a week basis. As used herein, "Minimum Configuration" means the minimum configuration of client hardware and software required to access the Services, which, shall be that users have an Internet connection and Internet Explorer 8.0, Firefox 3.0, Chrome 8.0 or higher versions.



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## TERMS OF SERVICE

### 1. YOUR ACCEPTANCE OF THIS SERVICE AGREEMENT AND LIMITED LICENSE

By using or registering for a Teletask service, you agree to be bound by the terms and conditions set forth. If you do not wish to be bound by these terms and conditions, you may not access or use the Teletask Service. You agree to verify that any list of clients you send to us or input into our system contains only phone numbers and/or email addresses from individuals that have given you permission to contact them. Such numbers or addresses are referred to as "opt-in" numbers and addresses, meaning they have opted to give you permission to contact them.

Teletask grants you a limited, revocable, and nonexclusive license to use the Teletask messaging services. As a condition of your use of any of the services, you warrant to Teletask that you will not use the Teletask website or messaging services for any purpose that is unlawful or prohibited by the Service Agreement.

The foregoing limited license means that you may NOT: (i) modify, download, or publicly display the Teletask website, or any portion thereof, or the Content (as defined below) except caching or as necessary to view content; (ii) make any use of the Teletask website or the Content other than for permissible uses as described in this Service Agreement; (iii) create any derivative work based on either the Teletask website or the Content; (iv) collect account information for the benefit of another party; (v) use any meta tags or any other 'hidden text' utilizing our name or the Teletask Marks (as defined below) without the express written consent of Teletask; (vi) use software robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on our infrastructure; or (vii) co-brand, frame, or hyper-link to the Teletask website, without the express written permission of Teletask. For purposes of this Service Agreement, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the Content. You agree to cooperate with Teletask in causing any unauthorized co-branding, framing or hyper-linking to cease immediately.

### 2. ESTIMATES AND PRICING PLAN

If the Estimate, Pricing Plan or SOW provides a schedule for installation, the schedule is an estimate and is subject to availability of the Services, readiness of the site for installation, and scheduling of installers, as applicable. In the event the Services are not available within a reasonable period of time of the scheduled delivery, you may at your option (a) terminate the purchase of undelivered services, or (b) accept postponement of delivery until such time as Service Provider can complete the delivery of the Products.

You may inspect the Services within ten (10) days after access and configuration and conduct appropriate testing to ascertain whether the Services conform to their Specifications. Failure to notify Teletask within that period of time shall be considered acceptance of the Services.

Unless otherwise indicated in the Estimate or Pricing Plan, you agree to be responsible for all site preparation, including utility connections and procurement of necessary equipment or peripheral devices, and for installation of the Products.

### 3. PAYMENTS

You agree to pay at the time indicated in each Estimate / Pricing Plan all payments due from you thereunder. If not otherwise indicated in the Estimate / Pricing Plan, all payments are due thirty (30) days from invoice.

You agree to accept responsibility for paying and reporting (a) all federal, provincial, state and local taxes, however designated, levied or based on account of the purchase price of the Services.



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In the event that you default in any of the terms and conditions of a Subscription Agreement, including these Terms of Service, SOW, or PO's completed and approved thereunder, or a petition for bankruptcy is filed by or against you, then, to the extent permitted by applicable law, Service Provider shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount of the unpaid total purchase price due and payable plus all service fees that would otherwise come due for the remainder of the Terms of Service. (b) To terminate this Agreement. All remedies of Teletask hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy.

#### **4. DEFINITION OF UNLIMITED MESSAGING**

Certain plans are classified as "unlimited," which means you can send an unlimited number of time-sensitive messages to a relatively static list of clients or recipients, provided, however, that messages conform with all FTC and FCC regulations, and are not considered as "spamming" by your recipients. The following results may result in an account cancellation by Teletask: Frequently changing recipient lists; frequently sending messages that have a high percentage of disconnected numbers; frequent hang-ups by recipients shortly after the call begins; receiving a high percentage of opt-out requests from your recipients.

#### **5. PRIVACY POLICY**

Using or registering for the Teletask Service acknowledges you have read and accept the Teletask Privacy Policy. Before using or registering for the Teletask Service, please carefully read the Teletask Privacy Policy(found here <http://www.teletask.com/privacy-policy>). The terms of the Privacy Policy are hereby incorporated into this Service Agreement.

#### **6. REGISTRATION INFORMATION**

You agree, as a condition of your use of the Teletask Service, to provide Teletask with accurate and complete information when registering for or using the Teletask Service, and to update and maintain such information. Teletask has the right to suspend, restrict or terminate your use of the Teletask Service and to refuse any future use of all or portions of the Teletask Service if Teletask has reason to believe that you have failed to comply with these requirements.

#### **7. ACCOUNT SECURITY**

When you are registered, you must create a personal login and password. You are responsible for protecting the confidentiality of your password, and are fully responsible for all activities that occur under your login and password.

You agree to immediately notify Teletask of any loss, compromise or unauthorized use of your Account Code and password or any other breach of security.

Prohibited violations of the security of the messaging services include, but are not limited to, the following:

Attempting to log into or otherwise obtaining or seeking to obtain unauthorized access to any account or computer system. This includes, for example: (i) accessing data or information not intended for you or your use, (ii) attempting to probe, scan, or test the vulnerability of the messaging services, and (iii) tampering, hacking, modifying or otherwise corrupting, circumventing or breaching security or authentication measures without proper authorization.



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Interfering with or attempting to interfere with the messaging services to any user, host, or network, by use of any program, script, command, or otherwise, including, overloading, "flooding," or "crashing" any computer system, or causing a user's screen to "scroll" faster than the user is able to follow to type to it, "trapping" users at any URL or site, (b)or taking any action that has a similarly disruptive effect as any of the foregoing.

Transmitting material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other computer programming routines or engines with the intent or effect of damaging, destroying, disrupting or otherwise impairing a (c)computer's functionality or the operation of the Messaging Services.

(d)Interfering with, intercepting or expropriating any system, data or information.

## 8. CONSENT TO RECORD YOUR VOICE INPUTS

You agree and consent that Teletask may record the oral or voice communications, utterances, conversations or commands ("Voice Inputs") made by you during the use of the Teletask Service. By using the Teletask Service, you expressly consent and grant to Teletask the right to record and use your Voice Inputs.

## 10. YOUR CONDUCT

As a condition of your use of the Teletask Service, you agree and warrant to Teletask that you will not use the Teletask Service for any purpose that is unlawful or prohibited by the Service Agreement. You may not use the Teletask Service in any manner that could damage, impair, disable or overburden the Teletask Service, interfere in any way with Teletask's rights, interfere in any way with any other User's use and enjoyment of the Teletask Service, or otherwise infringe on any person's rights.

Specifically, you agree and warrant to Teletask that:

You will follow the letter and spirit of the terms of the Service Agreement and all applicable laws;

You will not use, or attempt to use, the Teletask Service in connection with any commercial messages, junk messages, spamming, advertising or messages that are duplicative, unsolicited, or promotional in nature;

You will not send, or attempt to send, messages to emergency lines, and, unless granted permission from the recipient, to any service for which the called party is charged for the call; You will not transmit, or attempt to transmit, any material that may infringe the contractual, fiduciary, intellectual property rights, or other rights of third parties, including trademark, copyright or the right of publicity;

You will not impersonate, or attempt to impersonate, any other person, falsify contact information, or caller ID phone number displayed to recipients, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Teletask, or otherwise attempt to mislead others as to the identity of the sender or the origin of a message;

You will not use, or attempt to use, the Teletask Service to convey any information that may be considered unlawful, harassing, libelous, abusive, threatening, obscene, hateful, offensive, harmful, vulgar, distasteful, defamatory, or invasive of another person's privacy or proprietary rights;

Unless a signed reseller agreement is executed between you and Teletask, you will not resell, or attempt to resell, the use of the Teletask Service;

You will not collect, or attempt to collect, or store information about the Teletask Service or other Users, including contact information, without their consent;



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You will not interfere, or attempt to interfere, with or disrupt connections to the Teletask Service or violate the regulations, policies or procedures of such connections;

You will not attempt to gain unauthorized access to the Teletask Service, other accounts, computer systems or networks connected to the Service. You agree and Teletask retains the right, at its sole discretion, to determine whether or not a User's conduct is consistent with the letter and spirit of the Service Agreement. Teletask may terminate access to the Teletask Service if a User's conduct is found to be inconsistent with this Service Agreement.

#### **11. NO SPAM AND CONSENT TO DAMAGES**

You are prohibited from "spamming", "mailbombing", or from otherwise transmitting the same or similar unsolicited e-mail messages, bulk commercial advertising, or chain letters to e-mail groups (which are two or more e-mail addressees aggregated as a single email addressee), newsgroups, bulletin boards, or to users that have requested that messages not be sent to them. This prohibition includes, but is not limited to, the following activities:

Sending unsolicited emails;

Collecting responses from mass unsolicited e-mail messages;

Using the messaging service to send unlawful, harmful, harassing, defamatory, threatening, cruel, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind, or any material that exploits children or is invasive of another person's privacy or other rights or is likely to cause emotional distress (regardless of whether the foregoing is accomplished explicitly, impliedly, suggested through the use of symbols, or through frequency or size of presentation);

Engage in or encourage conduct that would constitute fraud or would violate the laws of any applicable jurisdiction, including, without limitation, laws governing advertising, alcohol, antitrust, child protection, drugs, encryption, exportation, food, financial services, firearms, gambling, importation, information systems, intellectual property, obscenity, privacy, publicity, securities, telecommunications and tobacco;

Offer, solicit, sell, buy, rent, or license any goods, products, services, or information in, from, or to any location in which such activity is unlawful;

Engage in deceptive marketing;

Advocate, promote, or otherwise encourage violence against any government, organization, group, individual or property, or to provide instruction, information, or assistance in causing or carrying out such violence;

"Spoof" or otherwise impersonate any individual or entity, falsely state or otherwise misrepresent your identity or affiliation in any way, or forge, delete or alter any part of TCP/IP packet header or sender identification information in any e-mail or other transmission;

Attempt to intercept, redirect or otherwise interfere with communications intended for others;

Engage in any activity that would subject us or our service providers to civil or other liability;

Engage in any other activity using the messaging services that we, in our sole discretion, deem to be inappropriate or an abuse of the messaging services;

Misrepresent your relationship with Teletask;

Assist or permit any persons in engaging in any of the activities described above.

Teletask has the right to immediately terminate any account that it believes, in its sole discretion, is violating any term of this Service Agreement, including, but not limited to, the foregoing acts.





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## 12. DISCLOSURE

Teletask may make identifiable information available to our employees when necessary for support. You acknowledge and agree that Teletask may make such uses of information you provide or Teletask collects.

While Teletask is committed to protect your privacy, you acknowledge and agree that Teletask may disclose any information or Content as described herein, or if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with the legal process; (b) respond to claims of a violation of the rights of third parties; or (c) protect the rights, property or safety of Teletask and its Users. Client shall receive notification at least ten (10) days before any disclosure in order to ensure any information is protected to the fullest extent of the law in any disclosure.

## 13. BILLING

Service Fees shall be paid through checks, honored purchase orders, credit cards or other means agreed to by both parties. Billing may be made by a third party. The Subscriber shall pay their basic account fees seasonally or annually at times and rates set out in the invoice.

## 14. TERM AND TERMINATION

The initial term of the Teletask service shall be as defined in your Estimate / Pricing Plan, and shall continue for subscription renewals, thereafter until terminated by either party in accordance with this agreement. Customer may terminate by emailing [sales@teletask.com](mailto:sales@teletask.com), [support@teletask.com](mailto:support@teletask.com) or calling 888-484-9911 Ext 101. In no event shall the term of the contract, including any subscription renewals, be longer than sixty (60) months from the Effective Date.

## 15. PROPRIETARY RIGHTS

You acknowledge and agree that the Teletask service and any necessary software used in connection with the Teletask service and service providers contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor messages or information presented to you through the Teletask service or sponsors is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. You may not, and agree not to, modify, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, or transfer or sell any information, products or services obtained from Teletask, except as set forth herein. Teletask, the Teletask logo and other logos, product and service names may be trademarks, service marks or other intellectual property of Teletask. You agree not to display or use the Teletask Marks in any manner without the prior permission of Teletask.

## 16. NOTICE

You agree that Teletask may communicate any notices to you through e-mail, regular mail, posting the notices on the Teletask.com website or playing them to you on the phone through the Teletask Service.

You further agree to accept e-mail from Teletask, by setting any email spam filters or blocking software to accept messages from our designated origination addresses sent to you by Teletask.

## 17. ENTIRE AGREEMENT



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The Service Agreement governs your use of the Teletask service and constitutes the entire agreement between you and Teletask. It supersedes any prior agreements between you and Teletask. Additional terms and conditions may apply when you use the services of service providers and other third parties. These additional terms will not reduce, diminish or eliminate any rights Teletask possesses with respect to this Service Agreement. Notwithstanding the foregoing, you or your organization or company may have a signed Service Agreement in addition to this Service Agreement. In the event of a conflict, the terms of the signed Service Agreement shall control.

## **18. MISCELLANEOUS**

Any failure by Teletask to exercise any rights or enforce any of the terms of this Service Agreement shall not constitute a waiver of such rights or terms. If any portion of the Service Agreement is found by an arbitrator or a court of competent jurisdiction to be invalid, the arbitrator or court should nevertheless give effect to the parties' intentions expressed herein. All other provisions of the Service Agreement remain in full force and effect.

## **19. DATA RETENTION**

Teletask, Inc. agrees to maintain and reserve, until (6) years after termination of Teletask service and final payment to the Contractor, to permit Administrator(s) or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

## **20. INSURANCE**

### **20.1. Proof of Insurance**

During the term of this Contract, for any and all awards, Teletask shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below.

### **20.2 Cyber Liability Insurance**

During the term of this Contract, Teletask shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, cyber liability coverage in an amount of \$1,000,000 per occurrence with an overall policy limit of \$1,000,000.

### **20.3. Such insurance shall:**

For any claims related to this agreement, Teletask's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Teletask's insurance and shall not contribute with it.

### **6.5. Other Insurance Requirements**

Prior to commencement of services, Teletask shall furnish Customer with original certificates effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

**DEPARTMENT OF LAW  
INSURANCE AND RISK MANAGEMENT  
METROPOLITAN COURTHOUSE, SUITE 108  
PO BOX 196300  
NASHVILLE, TN 37219-6300**



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In addition to the provisions above, Teletask shall:

Provide certified copies of policies if requested by Metro in lieu of or in addition to certificates of insurance.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by Metro **prior to the commencement of services.**

## **20. HIPAA Compliance**

Customer and Teletask shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- A. Teletask warrants that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Agreement.
- B. Teletask warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
- C. Teletask agrees to sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Customer and Teletask in compliance with HIPAA. This provision shall not apply if information received by the Teletask from Customer under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits Teletask and Customer to receive such information without entering into a Business Associate agreement or signing another such document.

## **21. Governing Law**

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Teletask may provide.

## **22. Venue**

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

## **23. Effective Date**

This contract shall not be binding upon the parties until it has been signed first by the Teletask and then by representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. The date upon which this contract is filed with the Metro Clerk shall be referred to as the "Effective Date."

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Director, Metro Public Health Department

8/7/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chair, Board of Health

8/7/2020  
\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
Director, Department of Finance

9/8/20  
\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

  
\_\_\_\_\_  
Director of Risk Management Services

9/23/2020  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Metropolitan Attorney

9/24/2020  
\_\_\_\_\_  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

