

September 9, 2025

Carl Hendrick
Board President, Trustee
Port Jervis Free Library
138 Pike St
Port Jervis, New York 12771

ENGAGEMENT LETTER AND FEE ARRANGEMENT

Dear Mr. Hendrick:

Pursuant to our conversation, Port Jervis Free Library (“CLIENT”) is engaging Strategy People Culture, LLC (herein “SPC”) to perform an investigation related to concerns stemming from an allegation of a former library employee towards the library Director. It is important to note that CLIENT is hiring SPC directly to conduct this investigation as a neutral and objective third party.

The scope of SPC’s representation is limited to fact finding; SPC’s role is not to give legal advice. CLIENT understands, and by accepting this engagement letter, acknowledges anything said by SPC during this representation is not to be relied upon as legal advice.

The fees for this work are billable at \$425.00 per hour (rounded up to the nearest ¼ hour). We will bill for any balance due at the time of issuing my report or monthly at the discretion of Strategy People Culture, LLC. Any meetings cancelled with less than 24-hour notice are subject to a two-hour minimum charge at the discretion of SPC. Additionally, there will be a \$3,900.00 flat fee per day (regardless of length of time per day) for any court related appearances, depositions, or other like matters. As a courtesy, we will waive an upfront retainer. This work will be performed either in-person and/or virtually as determined by coordination with CLIENT and SPC. Expenses will be billed at cost incurred and mileage will be charged based on IRS published rates at the time incurred. Travel time will be billed at time incurred. All invoices are due net 30 days from the date of invoice. CLIENT acknowledges their liability for attorney and/or collection related fees should CLIENT not pay SPC by due date. Should any dispute arise from this agreement, CLIENT agrees such disputes will be interpreted based on the laws of New Jersey and any disputes will be addressed in Morris County, New Jersey.

This engagement shall be considered concluded after SPC has provided CLIENT with a verbal report and otherwise completed our fact finding, unless CLIENT requests additional services to be performed, such as a written report. In the event SPC is required to respond to a request for

information, such as a subpoena for records relating to services performed in connection with this matter, or to testify by deposition, hearing, arbitration, trial or otherwise concerning such services, SPC's rate for preparation and testimony will be billed at \$450 per hour (rounded up to the nearest ¼ hour) with a 10% increase for services rendered more than a year after the conclusion of this engagement. In the event SPC is subpoenaed to produce records, SPC will first consult with CLIENT to ascertain whether CLIENT wishes that SPC supply the information. It is understood that SPC will be reimbursed by CLIENT for any time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in search and copying costs, reviewing documents, preparing for and appearing at depositions or hearings, appearance of counsel representing SPC at such hearings and depositions, and otherwise litigating issues raised by the request.

CLIENT agrees to defend, indemnify, and hold SPC harmless for and against all actions, claims, and complaints, whether formal or informal, actual or threatened, arising from or related to this investigation brought or asserted against SPC by anyone in connection with CLIENT. This provision includes an obligation to indemnify SPC for all costs (including, without limitation, settlement costs and other legal expenses including reasonable outside attorney fees) incurred in defending or resolving such actions. For definition purposes, all references to "SPC" are agreed to include, Strategy People Culture, LLC, Andrew Botwin, and any SPC employees.

If any of the information in this letter is not consistent with your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign this letter and return it to me. I am pleased you have chosen Strategy People Culture, LLC to assist you in this matter. If you have any questions, please contact me at your convenience.

Very truly yours,

Andrew Botwin

I have read this letter and consent to it. I understand I am responsible for all fees incurred as a result of this engagement. I understand I am not receiving legal advice or legal opinions from Andrew Botwin or Strategy People Culture, LLC.

Carl Hendrick
Port Jervis Free Library

Date