

This Agreement is made effective as of September 1, 2024, by and between The Olean Public Library, 134 N. Second Street, Olean NY 14760 and Lawrence P. Sorokes, of 301 York Street, Olean NY 14760 DBA Third Lane Strategies.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Library," and the party who will be providing the services shall be referred to as "TLS."

TLS has an extensive background in nonprofit consulting, strategic planning, grant writing, fundraising, development, marketing, public relations and community outreach and is willing to provide services to The Library based on this background.

The Library desires to have services provided by TLS.

Therefore, the parties agree as follows:

1 . DESCRIPTION OF SERVICES. Beginning on September 1, 2024, TLS will provide the following services (collectively, the "Services"):

Assist The Library's Board of Trustees and Administration in site selection, capital projects, fundraising, and logistics relating to The Library's intention to expand or relocate its operations; research, review, select, and initiate public and private grants, sponsorships, naming opportunities, and other philanthropic efforts in support of The Library's capital and operational needs; analyze and recommend updates to donor relations and stewardship processes and procedures; develop appropriate institutional branding and marketing initiatives; advise administration and staff on initiatives and action plans in support of The Library's strategic plan; and work on other special projects as needed.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by TLS shall be determined by TLS in consultation with The Library Director or their designee(s). The Library will rely on TLS to work on assigned projects as prioritized by the Director and Board of Trustees.

3. PAYMENT. The Library will pay TLS for the Services at a retainer rate of \$750 per month, payable on the fifteenth (15<sup>th</sup>) day of each month. This is based on ten (10) hours of service per month. Upon prior approval of the Library Director, TLS may bill for additional hours at a rate of \$75 per hour.

4. NEW PROJECT APPROVAL. TLS and The Library recognize that TLS's services will include working on various projects for The Library. TLS shall obtain the approval of The Library prior to the commencement of any new project.

5. TERM/TERMINATION. This Agreement will terminate on August 31, 2025 and may be renewed, by consent of both parties, on an annual basis thereafter.

6. RELATIONSHIP OF PARTIES. It is understood by the parties that TLS is an independent contractor with respect to The Library, and not an employee of The Library. The Library will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of TLS.

7. EMPLOYEES. TLS is a sole proprietorship of Lawrence Sorokes, and Sorokes is the principal service provider. TLS's employees, if any, who perform services for The Library under this Agreement shall also be bound by the provisions of this Agreement. At the request of The Library, TLS shall provide adequate evidence that such persons are TLS's employees.

8. INDEMNIFICATION. TLS agrees to indemnify and hold harmless The Library from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against The Library that result from the acts or omissions of TLS, TLS's employees, if any, and TLS's agents.

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10. CONFIDENTIALITY. The Library recognizes that TLS has and will have the following information:

- business and financial information, vendor and donor lists, and other proprietary information (collectively, "Information") which are valuable, special and unique assets of The Library, and need to be protected from improper disclosure. In consideration for the disclosure of the Information, TLS agrees that TLS will not at any time or in any manner, either directly or indirectly, use any Information for TLS's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of The Library. TLS will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. RETURN OF RECORDS. Upon termination of this Agreement, TLS shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in TLS's possession or under TLS's control and that are The Library's property or relate to The Library's business.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for The Library:	Michelle LaVoie, Director, 134 N. Second St, Olean, NY 14760
IF for TLS:	Lawrence P. Sorokes, 301 York St., Olean NY 14760

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New York.

19. INTERRUPTION OF SERVICE. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, either party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

20. ASSIGNMENT. TLS agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of The Library. Any purported assignment, transfer, or delegation shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

21. SIGNATORIES. This Agreement shall be signed on behalf of The Library by Michelle LaVoie, Director; and on behalf of TLS by Lawrence P. Sorokes, TLS Principal, and effective as of the date first above written.

Party Receiving Services:

The Olean Public Library by

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Michelle LaVoie

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Date

Party Providing Services:

Third Lane Strategies by

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Lawrence P. Sorokes

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Date