

## City Host Agreement

San Antonio Public Library, ("City Host"), and NTEN, ("NTEN") agree to the terms and conditions set forth in this City Host Agreement (the "Agreement").

### Recitals

- A. NTEN and City Host desire to enter into this Agreement whereby NTEN will provide one Fellow to City Host.
- B. City Host shall provide Fellow a 12 month NTEN Digital Inclusion Fellowship.
- C. Fellow will be an exempt, salaried strategic planner for City Host.

The parties agree as follows:

#### 1. City Host Duties and Responsibilities:

This Agreement will be for a Fellowship term of 12 months from a mutually agreed start date.

- a. Interview and hire for position from slate of candidates provided by NTEN. Provide employment offer letter (to be approved by NTEN) and manage on-boarding of fellow
- b. Provide supervision of Fellow so that Fellow may meet the goals and milestones established for the project and agreed to by City Host and NTEN.
- c. Not change Fellow's job duties without NTEN's express prior written approval.
- d. Any Fellow assigned to City Host pursuant to this Agreement will be considered an employee of City Host only. City Host shall assume sole and exclusive responsibility for the payment of wages to Fellow for services performed and the withholding of Federal, State and local income taxes, paying Federal Social Security and Medicare income taxes, unemployment insurance and maintaining worker's compensation coverage in an amount and under such terms as required by its State Labor Code.
- e. Shall provide NTEN with documentation in a form satisfactory to NTEN which establishes that City Host has, in effect, the required current Workers Compensation and General Liability insurance. City Host shall give NTEN at least ten (10) days written notice prior to cancellation of or changes in coverage for any of the above policies.
- f. City Host shall also provide NTEN with completed W-2, W-4 and W-9 forms. City Host warrants that it is in compliance with all State and Federal laws applicable to the

employment of the individuals who are referred to NTEN. In order to insure compliance of the requirements of this section, NTEN may at any time during or after the terms of this Agreement, audit and inspect all books, documents, files and records of City Host relating to its performance under this Agreement. NTEN reserves the right to make periodic site visits of City Host. All site visits and evaluations will be performed in such a manner as will not unduly interfere with or delay ongoing work.

g. City Host shall fulfill all reporting requirements as discussed and agreed to between NTEN and City Host

h. City Host shall only terminate Fellow for Cause. For this Agreement, Cause is defined as Fellow acting in a grossly negligent, reckless, wanton, or criminal manner that actively and directly affects the interests or reputation of the City Host.

i. Background Checks. City Hosts will perform the background/qualification checks for Fellow, with a \$50 refund furnished by NTEN.

j. City Host shall comply with the non-discrimination policy as described in Exhibit A.

k. City Host shall make staff available for interviews and provide data and information regarding program for NTEN's reports and articles

## 2. NTEN's Duties and Responsibilities

a. NTEN and Advisory Board members will screen applicants and provide a slate of final candidates for the Fellow position.

b. NTEN will release funds to pay for Fellow's salary on a quarterly basis.

c. Availability of Funds. It is expressly understood and agreed that the obligation of NTEN to proceed under this Agreement is conditioned upon the appropriation of funds by Google Fiber and the receipt such funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, NTEN may upon ten (10) working days written notice to City Host, to terminate this Agreement without damage, penalty, cost or expenses to the NTEN of any kind whatsoever. The effective date of termination will be as specified in the notice of termination.

d. NTEN will cover travel expenses for the fellow to attend pre-approved training and conferences related to the program.

3. Refund Upon Termination. Upon termination of employment, whether by Fellow quitting or City Host terminates Fellow for Cause, City Host shall refund the remaining amount held for Fellow's salary to NTEN within 10 days of termination. If within the first 6 months of employment, Fellow quits or City Host terminates Fellow for Cause, NTEN will use best efforts to replace Fellow.

a. Within five days of termination of this Agreement or employment of Fellow, City Host shall provide NTEN a feedback report consisting of the following:

- (i.) Progress to date on project goals;
- (ii.) Expense report to date; and
- (iii.) Anticipated (non-monetary) needs for existing program closing or transition

4. Confidential Information. Both parties may receive information that is proprietary to or confidential to the other party. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.

5. Indemnification and Release of Liability. City Host will defend, indemnify, and hold NTEN and its, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by this Agreement. City Host releases NTEN from all liability and damages including incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement.

6. Nature of Relationship. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between City Host and NTEN.

7. Any breach of Agreement concerning: insurance requirements, payroll to Fellow, the misclassification of Fellow as independent contractor or failure to withhold all applicable payroll taxes, may, at NTEN's discretion, result in termination of Agreement.

8. City Host shall not, during the term of this Agreement and for three years after termination, directly or indirectly:

a. Develop or engage a fellowship program, within the United States, that competes with the fellowship program designed by NTEN by focusing on digital inclusion.

9. Miscellaneous Provisions.

9.1 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement shall be assigned by any party without the prior written consent of the other parties.

9.2 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

9.3 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by email (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties to the following addresses (or at such other address as a party may designate by like notice to the other parties):

To NTEN:

Attention: Amy Sample Ward

Address: 630 SW Alder Street, Suite 310

Portland, OR 97205

Email: amy@nten.org

To [City Host Name]: San Antonio Public Library

Attention: [\*] Ramiro S. Salazar, Library Director

Address 600 Soledad San Antonio, TX 78205

Fax: 210-207-2603

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 5th day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

9.4 Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

9.5 Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, in order to carry out the intent and accomplish the purposes of this Agreement.

9.6 Time of Essence. Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

9.7 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

9.8 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

9.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.

9.10 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

9.11 Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties shall be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

9.12 Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought against any of the parties in Multnomah County District Court of the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

9.13 Exhibits. The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

9.14 Severability. If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

9.15 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

NTEN

City Host

By: \_\_\_\_\_  
Amy Sample Ward, CEO

Date: \_\_\_\_\_

By: \_\_\_\_\_  
[name and title]  
Ramiro S. Salazar, Library Director

Date: \_\_\_\_\_

#### Exhibit A

All decisions regarding recruiting, hiring, promotion, assignment, training, termination, and other terms and conditions of employment will be made without unlawful discrimination on the basis of race, color, national origin, ancestry, sex, sexual orientation, gender identity or expression, religion, age, pregnancy, disability, work-related injury, covered veteran status, political ideology, genetic information, marital status, or any other factor that the law protects from employment discrimination. Individuals will be selected for promotion based on skill and ability.

City Host will prohibit unlawful harassment of its employees, applicants, or independent contractors in any form. In cases where investigation confirms the allegations, appropriate corrective action will be taken, regardless of whether the inappropriate conduct rises to the level of any violation of law. No employee will suffer retaliation for reporting, in good faith, any violation of City Host policy or unlawful discrimination, harassment, or retaliation.