

AGREEMENT

34357

THIS AGREEMENT is made and entered, in duplicate, as of August 4, 2016, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 21, 2016, by and between FUSE CORPS, a California nonprofit corporation ("Fuse Corps"), with a place of business at 1202 Ralston Avenue, Suite 1B, San Francisco, California 94129, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, Fuse Corps trains, recruits and places individuals (the "Fellows" and individually, a "Fellow") enrolled in the Fuse Corps Fellowship program (the "Program"), with governmental entities for twelve month work-sessions, annually; and

WHEREAS, in connection with the Program, the City, through its various departments, may at its discretion accept one or more Fellows during the term of this Agreement to participate in educational and experience opportunities with the City; and

WHEREAS, it is the intent of the parties that one or more different City departments may participate in the Program by agreeing to place one or more Fellows as evidenced through execution of the documents attached hereto as Exhibit "A" (the Placement Letter) and Exhibit "B" (the Individual Placement Agreement), attached hereto and incorporated herein by this reference; and

WHEREAS, it is the intent of the parties that this Agreement shall govern the general terms and conditions between the City, including all of the participating City departments, and Fuse Corps as it relates to the City's participation in the Program;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. PLACEMENT. Upon completion of documentation required in Exhibit "A," for individual Fellow(s), Fuse Corps shall place the Fellow(s) with the City, and the City shall accept such placement and provide the Fellow(s) with the requirements set forth in the Fellow's Exhibit "A," created for the specified Fellow(s). Each City Department that

1 wishes to place one or more Fellows shall submit the required Exhibit "A" to Fuse Corps
2 no later than June 1, of the Program year.

3 2. TERM AND EFFECTIVE DATE. The Term of this Agreement shall
4 commence as of September 1, 2016 and expire on August 31, 2017, unless earlier
5 terminated by the parties. During the Term, all City Departments wishing to participate in
6 the Program must adhere to the terms of this Agreement.

7 3. PAYMENT. City agrees to pay One Hundred Fifty Thousand Dollars
8 (\$150,000) per Fellow to Fuse Corps in support of the Fellows program and in return for
9 placement of one or more Fellows with the City, with Seventy-Five Thousand Dollars
10 (\$75,000) of such amount to be paid on or before July 15 of the Program year and the
11 remaining Seventy-Five Thousand Dollars (\$75,000) to be paid before January 15 of the
12 Program year, per the terms set forth in Exhibit "A" (timeline and fee chart).

13 4. STIPEND. Fuse Corps shall provide for a monthly stipend to be paid
14 to the Fellow pursuant to a letter agreement between Fuse Corps and the Fellow in order
15 to assist in covering living expenses of such Fellow. The City shall pay no additional
16 stipend to the Fellow.

17 5. FELLOWSHIP. The Fellow will provide the City with the services
18 described in the Exhibit "A" for the equivalent of two hundred thirty (230) days. The City
19 shall provide the Fellow with an overview of current project progress to date, background
20 information, specific project targets and continuing input related to project progress, as well
21 as training, guidance and resources necessary to carry out the project.

22 6. EXPENSES. During the appointment, the City shall pay for any and
23 all reasonable expenses related to or incurred by the Fellow(s) related to the performance
24 of fellowship work during the Fellow's placement with the City, including, without limitation,
25 business expenses and office supplies related to performance of services in accordance
26 with Exhibit "B."

27 7. REPLACEMENT OF FELLOW. If the Fellow is unable to begin his or
28 her appointment at the City, Fuse Corps shall use commercially reasonable efforts to

1 identify a replacement Fellow, and Fuse Corps and the City shall work together in good
2 faith to negotiate a new fellowship term. If the Fellow begins but is unable to complete the
3 appointment with the City, Fuse Corps will use its commercially reasonable efforts to
4 provide the City with a replacement Fellow to complete the appointment. If Fuse Corps is
5 unable to provide a replacement Fellow, the City may terminate the appointment and seek
6 reimbursement of the fixed fee payment made pursuant to Section 2 of this Agreement, as
7 follows:

8 A. If termination occurs in the first ninety (90) days of the Program
9 year, reimbursement may be sought up to One Hundred Twelve Thousand Hundred
10 Dollars (\$112,500).

11 B. If termination occurs between ninety-one (91) and one hundred
12 twenty (120) days of the Program year, reimbursement may be sought up to
13 Seventy-Five Thousand Dollars (\$75,000).

14 C. If termination occurs between one hundred twenty-one (121)
15 and one hundred fifty (150) days of the Program year, reimbursement may be
16 sought up to Thirty-Seven Thousand Five Hundred Dollars (\$37,500).

17 D. If termination occurs on or subsequent to one hundred fifty-one
18 (151) days of the Program year, there shall be no reimbursement.

19 8. NO EMPLOYMENT RELATIONSHIP. At all times relevant to this
20 Agreement the parties, and any affiliates thereof, shall remain contractors independent of
21 one another, and neither party (including representatives and sponsors of that party) shall
22 be deemed an employee, joint venturer, or partner of the other. Neither party has the
23 authority to bind the other and no employee, agent, sponsor, nor other representative of
24 either party shall at any time be deemed to be under the joint control or authority of the
25 other party, or under the joint control of both parties. Neither party shall have the right to
26 control the other party; however, Fuse Corps and the City mutually agree as to the
27 objectives and the scope of the placements, as set forth in this Agreement and Exhibit "B".
28 Each party shall be solely responsible for the payment of its own federal, state, and local

1 income taxes, as well as any Social Security ("FICA") and unemployment ("FUTA") taxes
2 that party may owe. Fuse Corps and the Fellow shall not be entitled to, and shall not seek
3 any benefits made available to the City's employees, including, but not limited to: group
4 health insurance (including dental, vision, and any other enhancements from time to time),
5 disability insurance, group term life insurance, participation in any retirement plan for the
6 City's employees, a salary reduction plan for certain child care and medical care costs, or
7 training programs. The City will not secure workers' compensation or pay unemployment
8 insurance to, for or on Fuse Corps's behalf and Fuse Corps expressly warrants that neither
9 Fuse Corps nor any of Fuse Corps's employees or agents shall represent themselves to
10 be employees or agents of City.

11 9. INSURANCE.

12 A. As a condition precedent to the effectiveness of this
13 Agreement, Fuse Corps shall procure and maintain, at Fuse Corps's expense for
14 the duration of this Agreement, from insurance companies that are admitted to write
15 insurance in California and have ratings of or equivalent to A:V by A.M. Best
16 Company or from authorized non-admitted insurance companies subject to Section
17 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
18 by A.M. Best Company, the following insurance:

19 (a) Commercial general liability insurance (equivalent in scope to
20 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
21 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
22 coverage shall include but not be limited to broad form contractual liability,
23 cross liability, independent contractors liability, and products and completed
24 operations liability. City, its boards and commissions, and their officials,
25 employees and agents shall be named as additional insureds by
26 endorsement (on City's endorsement form or on an endorsement equivalent
27 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
28 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),

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and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Fuse Corps. Fuse Corps shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

1 D. If this coverage is written on a "claims made" basis, it must
2 provide for an extended reporting period of not less than one hundred eighty (180)
3 days, commencing on the date this Agreement expires or is terminated, unless Fuse
4 Corps guarantees that Fuse Corps will provide to City evidence of uninterrupted,
5 continuing coverage for a period of not less than three (3) years, commencing on
6 the date this Agreement expires or is terminated.

7 E. Fuse Corps shall require that all subcontractors that Fuse
8 Corps uses in the performance of these services maintain insurance in compliance
9 with this Section unless otherwise agreed in writing by City's Risk Manager or
10 designee.

11 F. Prior to the start of performance, Fuse Corps shall deliver to
12 City certificates of insurance and the endorsements for approval as to sufficiency
13 and form. In addition, Fuse Corps shall, within thirty (30) days prior to expiration of
14 the insurance, furnish to City certificates of insurance and endorsements evidencing
15 renewal of the insurance. City reserves the right to require complete certified copies
16 of all policies of Fuse Corps and Fuse Corps's subcontractors, at any time. Fuse
17 Corps shall make available to City's Risk Manager or designee all books, records
18 and other information relating to this insurance, during normal business hours.

19 G. Any modification or waiver of these insurance requirements
20 shall only be made with the approval of City's Risk Manager or designee. Not more
21 frequently than once a year, City's Risk Manager or designee may require that Fuse
22 Corps, Fuse Corps's subcontractors change the amount, scope or types of
23 coverages required in this Section if, in his or her sole opinion, the amount, scope
24 or types of coverages are not adequate.

25 H. The procuring or existence of insurance shall not be construed
26 or deemed as a limitation on liability relating to Fuse Corps's performance or as full
27 performance of or compliance with the indemnification provisions of this Agreement.

28 10. ASSIGNMENT AND SUBCONTRACTING. This Agreement

1 contemplates the personal services of Fuse Corps and Fuse Corps' employees, and the
2 parties acknowledge that a substantial inducement to City for entering this Agreement was
3 and is the professional reputation and competence of Fuse Corps and Fuse Corps'
4 employees. Fuse Corps shall not assign its rights or delegate its duties under this
5 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
6 of City, except that Fuse Corps may with the prior approval of the City Manager of City,
7 assign any moneys due or to become due Fuse Corps under this Agreement. Any
8 attempted assignment or delegation shall be void, and any assignee or delegate shall
9 acquire no right or interest by reason of an attempted assignment or delegation.
10 Furthermore, Fuse Corps shall not subcontract any portion of its performance without the
11 prior approval of the City Manager or designee, or substitute an approved subcontractor
12 without approval prior to the substitution. Nothing stated in this Section shall prevent Fuse
13 Corps from employing as many employees as Fuse Corps deems necessary for
14 performance of this Agreement.

15 11. CONFLICT OF INTEREST. Fuse Corps, by executing this
16 Agreement, certifies that, at the time Fuse Corps executes this Agreement and for its
17 duration, Fuse Corps does not and will not perform services for any other client which
18 would create a conflict, whether monetary or otherwise, as between the interests of City
19 and the interests of that other client. And, Fuse Corps shall obtain similar certifications
20 from Fuse Corps' employees and subcontractors.

21 12. OWNERSHIP OF DATA. All materials, information and data
22 prepared, developed or assembled by Fuse Corps or furnished to Fuse Corps in
23 connection with this Agreement, including but not limited to documents, estimates,
24 calculations, studies, maps, graphs, charts, computer disks, computer source
25 documentation, samples, models, reports, summaries, drawings, designs, notes, plans,
26 information, material and memorandum ("Data") shall be the exclusive property of City.
27 Data shall be given to City, and City shall have the unrestricted right to use and disclose
28 the Data in any manner and for any purpose without payment of further compensation to

1 Fuse Corps. Copies of Data may be retained by Fuse Corps but Fuse Corps warrants that
2 Data shall not be made available to any person or entity for use without the prior approval
3 of City. This warranty shall survive termination of this Agreement for five (5) years.

4 13. TERMINATION. Either party shall have the right to terminate this
5 Agreement for any reason or no reason at any time by giving thirty (30) calendar days prior
6 written notice to the other party. In the event of termination under this Section, City shall
7 pay Fuse Corps for services satisfactorily performed and costs incurred up to the effective
8 date of termination for which Fuse Corps has not been previously paid, as set forth in
9 Section 7, above. On the effective date of termination, Fuse Corps shall deliver to City all
10 Data developed or accumulated in the performance of this Agreement, whether in draft or
11 final form, or in process. Fuse Corps acknowledges and agrees that City's obligation to
12 make final payment is conditioned on Fuse Corps' delivery of the Data to City.

13 14. CONFIDENTIALITY. Fuse Corps shall keep all Data confidential and
14 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
15 performing its services, during the term of this Agreement and for five (5) years following
16 expiration or termination of this Agreement. In addition, Fuse Corps shall keep confidential
17 all information, whether written, oral or visual, obtained by any means whatsoever in the
18 course of performing its services for the same period of time. Fuse Corps shall not disclose
19 any or all of the Data to any third party, or use it for Fuse Corps's own benefit or the benefit
20 of others except for the purpose of this Agreement.

21 15. BREACH OF CONFIDENTIALITY. Fuse Corps shall not be liable for
22 a breach of confidentiality with respect to Data that: (a) Fuse Corps demonstrates Fuse
23 Corps knew prior to the time City disclosed it; or (b) is or becomes publicly available without
24 breach of this Agreement by Fuse Corps; or (c) a third party who has a right to disclose
25 does so to Fuse Corps without restrictions on further disclosure; or (d) must be disclosed
26 pursuant to subpoena or court order.

27 16. AMENDMENT. This Agreement, including all Exhibits, shall not be
28 amended, nor any provision or breach waived, except in writing signed by the parties which

1 expressly refers to this Agreement.

2 17. LAW. This Agreement shall be construed in accordance with the laws
3 of the State of California, and the venue for any legal actions brought by any party with
4 respect to this Agreement shall be the County of Los Angeles, State of California for state
5 actions and the Central District of California for any federal actions. Fuse Corps shall
6 cause all work performed in connection with construction of the Project to be performed in
7 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
8 county or municipal governments or agencies (including, without limitation, all applicable
9 federal and state labor standards, including the prevailing wage provisions of sections 1770
10 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
11 fire marshal, health officer, building inspector, or other officer of every governmental
12 agency now having or hereafter acquiring jurisdiction.

13 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
14 constitutes the entire understanding between the parties and supersedes all other
15 agreements, oral or written, with respect to the subject matter in this Agreement.

16 19. INDEMNITY.

17 A. Fuse Corps shall indemnify, protect and hold harmless City, its
18 Boards, Commissions, and their officials, employees and agents ("Indemnified
19 Parties"), from and against any and all liability, claims, demands, damage, loss,
20 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
21 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
22 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
23 in part, out of or in connection with (1) Fuse Corps' breach or failure to comply with
24 any of its obligations contained in this Agreement, including any obligations arising
25 from the Project's compliance with or failure to comply with applicable laws,
26 including all applicable federal and state labor requirements including, without
27 limitation, the requirements of California Labor Code section 1770 *et seq.* or (2)
28 negligent or willful acts, errors, omissions or misrepresentations committed by Fuse

1 Corps, its officers, employees, agents, subcontractors, or anyone under Fuse
2 Corps' control, in the performance of work or services under this Agreement
3 (collectively "Claims" or individually "Claim").

4 B. In addition to Fuse Corps' duty to indemnify, Fuse Corps shall
5 have a separate and wholly independent duty to defend Indemnified Parties at Fuse
6 Corps' expense by legal counsel approved by City, from and against all Claims, and
7 shall continue this defense until the Claims are resolved, whether by settlement,
8 judgment or otherwise. No finding or judgment of negligence, fault, breach, or the
9 like on the part of Fuse Corps shall be required for the duty to defend to arise. City
10 shall notify Fuse Corps of any Claim, shall tender the defense of the Claim to Fuse
11 Corps, and shall assist Fuse Corps, as may be reasonably requested, in the
12 defense.

13 C. If a court of competent jurisdiction determines that a Claim was
14 caused by the sole negligence or willful misconduct of Indemnified Parties, Fuse
15 Corps' costs of defense and indemnity shall be (1) reimbursed in full if the court
16 determines sole negligence by the Indemnified Parties, or (2) reduced by the
17 percentage of willful misconduct attributed by the court to the Indemnified Parties.

18 D. The provisions of this Section shall survive the expiration or
19 termination of this Agreement.

20 20. AMBIGUITY. In the event of any conflict or ambiguity between this
21 Agreement and any Exhibit, the provisions of this Agreement shall govern.

22 21. NONDISCRIMINATION.

23 A. In connection with performance of this Agreement and subject
24 to applicable rules and regulations, Fuse Corps shall not discriminate against any
25 employee or applicant for employment because of race, religion, national origin,
26 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
27 disability. Fuse Corps shall ensure that applicants are employed, and that
28 employees are treated during their employment, without regard to these bases.

1 These actions shall include, but not be limited to, the following: employment,
2 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
3 termination; rates of pay or other forms of compensation; and selection for training,
4 including apprenticeship.

5 B. It is the policy of City to encourage the participation of
6 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
7 procurement process, and Fuse Corps agrees to use its best efforts to carry out this
8 policy in its use of subcontractors to the fullest extent consistent with the efficient
9 performance of this Agreement. Fuse Corps may rely on written representations by
10 subcontractors regarding their status. Fuse Corps shall report to City in May and in
11 December or, in the case of short-term agreements, prior to invoicing for final
12 payment, the names of all subcontractors hired by Fuse Corps for this Project and
13 information on whether or not they are a Disadvantaged, Minority or Women-Owned
14 Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C.
15 Sec. 637).

16 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
17 accordance with the provisions of the Ordinance, this Agreement is subject to the
18 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
19 Long Beach Municipal Code, as amended from time to time.

20 A. During the performance of this Agreement, the Fuse Corps
21 certifies and represents that the Fuse Corps will comply with the EBO. The Fuse
22 Corps agrees to post the following statement in conspicuous places at its place of
23 business available to employees and applicants for employment:

24 "During the performance of a contract with the City of Long Beach, the
25 Fuse Corps will provide equal benefits to employees with spouses and its
26 employees with domestic partners. Additional information about the City of
27 Long Beach's Equal Benefits Ordinance may be obtained from the City of
28 Long Beach Business Services Division at 562-570-6200."

1 B. The failure of the Fuse Corps to comply with the EBO will be
2 deemed to be a material breach of the Agreement by the City.

3 C. If the Fuse Corps fails to comply with the EBO, the City may
4 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
5 to become due under the Agreement may be retained by the City. The City may
6 also pursue any and all other remedies at law or in equity for any breach.

7 D. Failure to comply with the EBO may be used as evidence
8 against the Fuse Corps in actions taken pursuant to the provisions of Long Beach
9 Municipal Code 2.93 et seq., Contractor Responsibility.

10 E. If the City determines that the Fuse Corps has set up or used
11 its contracting entity for the purpose of evading the intent of the EBO, the City may
12 terminate the Agreement on behalf of the City. Violation of this provision may be
13 used as evidence against the Fuse Corps in actions taken pursuant to the provisions
14 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

15 23. NOTICES. Any notice or approval required by this Agreement shall
16 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
17 postage prepaid, addressed to Fuse Corps at the address first stated above, and to City at
18 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
19 to the City Engineer at the same address. Notice of change of address shall be given in
20 the same manner as stated for other notices. Notice shall be deemed given on the date
21 deposited in the mail or on the date personal delivery is made, whichever occurs first.

22 24. COPYRIGHTS AND PATENT RIGHTS.

23 A. Fuse Corps shall place the following copyright protection on all
24 Data: © City of Long Beach, California ____, inserting the appropriate year.

25 B. City reserves the exclusive right to seek and obtain a patent or
26 copyright registration on any Data or other result arising from Fuse Corps's
27 performance of this Agreement. By executing this Agreement, Fuse Corps assigns
28 any ownership interest Fuse Corps may have in the Data to City.

1 C. Fuse Corps warrants that the Data does not violate or infringe
2 any patent, copyright, trade secret or other proprietary right of any other party. Fuse
3 Corps agrees to and shall protect, defend, indemnify and hold City, its officials and
4 employees harmless from any and all claims, demands, damages, loss, liability,
5 causes of action, costs or expenses (including reasonable attorney's fees) whether
6 or not reduced to judgment, arising from any breach or alleged breach of this
7 warranty.

8 25. COVENANT AGAINST CONTINGENT FEES. Fuse Corps warrants
9 that Fuse Corps has not employed or retained any entity or person to solicit or obtain this
10 Agreement and that Fuse Corps has not paid or agreed to pay any entity or person any
11 fee, commission or other monies based on or from the award of this Agreement. If Fuse
12 Corps breaches this warranty, City shall have the right to terminate this Agreement
13 immediately, in its discretion, to deduct from payments due under this Agreement or
14 otherwise recover the full amount of the fee, commission or other monies.

15 26. WAIVER. The acceptance of any services or the payment of any
16 money by City shall not operate as a waiver of any provision of this Agreement or of any
17 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
18 Agreement shall not constitute a waiver of any other or subsequent breach of this
19 Agreement.

20 27. CONTINUATION. Termination or expiration of this Agreement shall
21 not affect rights or liabilities of the parties which accrued prior to termination or expiration
22 of this Agreement.

23 28. TAX REPORTING. As required by federal and state law, City is
24 obligated to and will report the payment of compensation to Fuse Corps on Form 1099-
25 Misc. Fuse Corps shall be solely responsible for payment of all federal and state taxes
26 resulting from payments under this Agreement. Fuse Corps shall submit Fuse Corps's
27 Employer Identification Number (EIN), or Fuse Corps's Social Security Number if Fuse
28 Corps does not have an EIN, in writing to City's Accounts Payable, Department of Financial

1 Management. Fuse Corps acknowledges and agrees that City has no obligation to pay
2 Fuse Corps until Fuse Corps provides one of these numbers.

3 29. ADVERTISING. Fuse Corps shall not use the name of City, its officials
4 or employees in any advertising or solicitation for business or as a reference, without the
5 prior approval of the City Manager or designee.

6 30. AUDIT. City shall have the right at all reasonable times during the
7 term of this Agreement and for a period of five (5) years after termination or expiration of
8 this Agreement to examine, audit, inspect, review, extract information from and copy all
9 books, records, accounts and other documents of Fuse Corps relating to this Agreement.

10 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
11 designed to or entered for the purpose of creating any benefit or right for any person or
12 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

FUSE CORPS, a California nonprofit corporation

August 4, 2016

By James Weinberg
Name James Weinberg
Title CEO

_____, 2016

By _____
Name _____
Title _____

"Fuse Corps"

CITY OF LONG BEACH, a municipal corporation

Sept. 8, 2016

By T. Bill
City Manager
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on Sept. 6, 2016.

CHARLES PARKIN, City Attorney

By Charles Parkin
Deputy

EXHIBIT "A"
CITY OF LONG BEACH-FUSE CORPS
PLACEMENT LETTER



**“Creating an Integrated Approach to Homelessness”
Proposed 2016-2017 FUSE Fellowship Project Description
Department of Health and Human Services, City of Long Beach, California**

On any given day, approximately 4,000 people experience homelessness in the City of Long Beach. Recognizing the pressing nature of this challenge, the City’s leadership has prioritized efforts to reduce the homelessness population and provide services to meet the needs of some of the City’s most vulnerable citizens. The City of Long Beach recently made major strides to virtually eliminate homelessness among the veteran community as part of the Mayors Challenge to End Veterans Homelessness. Building on this success, the City is now working to address the needs of the homeless community across all aspects of the population.

The City’s Department of Health and Human Services leads the Long Beach Continuum of Care, a local planning body funded by HUD that coordinates housing and services for the homeless. Considered a national model, it annually allocates nearly \$8 million to fund services such as relocation assistance, job training, placement services, shelter programs, food support, and transportation assistance. In working to address the needs of this community, however, the City has recognized that there is a significant need to better align, integrate and coordinate the services being provided by City, County and State agencies as well as nonprofits and community groups. By developing a comprehensive strategic approach to addressing homelessness, it is anticipated that the City can achieve a greater return on the investment of public dollars and more effectively meet the needs of homeless families and individuals.

To help develop and implement this plan, the City of Long Beach plans to host an executive-level Fellow from FUSE Corps who will work full-time for twelve months starting in September 2016. FUSE Corps is a California nonprofit with a mission to enable local governments to more effectively address the biggest challenges facing urban communities. FUSE currently has 16 Fellows working across similar projects in Sacramento, San Francisco, Fresno and Los Angeles. FUSE Fellows average 15-20 years of private sector leadership experience and are trained in cutting-edge best practices of human centered design, rapid innovation, facilitative leadership, and project management. In order to recruit some of the most entrepreneurial leaders in the country for this important opportunity, FUSE will conduct a national executive search on behalf of the City of Long Beach.

The City seeks to engage a FUSE Fellow to develop a strategic roadmap for best serving the city’s homeless population. The City conducts a biannual survey of the number, characteristics and service needs of individuals, families and children experiencing homelessness. The Fellow will use this data and develop tracking tools to gain a more robust picture of the homeless population and metrics to evaluate the effectiveness of current service providers. The Fellow will also research best practices across the country and evaluate alternate funding models for the services supported by the Continuum of Care. The Fellow’s research and analysis will inform the City’s allocation of resources on homeless services.

It is hoped that local philanthropic institutions will help match public dollars as well as a grant from the James Irvine Foundation to help provide the required financial support for this project. The total amount from all sources that is required for this project totals \$150,000, inclusive of the executive - Fellow’s annual compensation as well as the recruiting, training, coaching and project management services provided by FUSE Corps.



With this background of knowledge, the Fellow will develop an action plan that addresses each component of *Safe Long Beach*. The Fellow will work with stakeholders to assign specific tasks and responsibilities to various parties, create timelines, and develop ways to measure success and outcomes. Initially the Fellow will focus primarily on how to achieve progress on the six milestones for success from the MBK Local Action Plan which include ensuring that youth are physically and mentally prepared to start school; are reading at grade level by the third grade; graduate from high school; complete post-secondary education or training; successfully enter the workforce; and remain safe from violent crime.

Once there is consensus around the actions need for implementation, the Fellow will take the lead in ensuring all partners are held accountable for their assignments and that the work is constantly moving forward. The Fellow will also hold regular convenings with partners to ensure lines of communication are clear and productive.

PROSPECTIVE RESPONSIBILITIES

- *Understand the Safe Long Beach plan and its stakeholders* – Get up to speed about the *Safe Long Beach* violence prevention plan, including its mission, goals, recommended activities, and partners and stakeholders. Learn about the activities already underway, their successes so far and where there are gaps. Focus on the recently launched MBK Local Action Plan and what is needed to move that initiative forward.
- *Research innovative solutions* – Research the activities and programs in other cities to come up with innovative solutions that can be used to implement *Safe Long Beach and the MBK Local Action Plan*. Also research innovative funding models, including private-sector funders; local, state and federal government agencies; and philanthropic, community and nonprofit organizations.
- *Engage and communicate with stakeholders* – Meet and establish regular lines of communication with stakeholders, including City department staff members, high-level officials, representatives from community organizations and nonprofits, staff from educational departments and institutions, and others. Ensure all concerns and perspectives are heard and appropriately incorporated into plans. Work with stakeholders to achieve consensus and buy-in for the initiative. Begin to promote cultural, systemic changes to ensure the successful implementation of *Safe Long Beach*.
- *Create an action plan and oversee its implementation* – Work with stakeholders to develop a comprehensive work plan detailing the actions needed to implement *Safe Long Beach* and specifically to achieve the six milestones laid out by the MBK Initiative. Assign specific roles and responsibilities for all stakeholders and define the timelines for achieving those goals. Oversee the plan to ensure all partners are held accountable and follow through on their assignments. Develop and implement specific ways to measure progress and outcomes.

KEY STAKEHOLDERS



**“Creating a Safer Community Through Comprehensive Violence Prevention”
Long Beach Office of the City Manager
Long Beach, CA**

PROJECT CONTEXT

In May 2014, the Long Beach City Council adopted *Safe Long Beach*, a comprehensive violence prevention plan designed to engage departments, agencies and stakeholders across the City in a concerted effort to enhance the quality of life for all residents by making Long Beach safer. Rather than accepting violence and trying to prevent it, the plan is focused on eliminating violence and achieving the conditions of long-term safety. The plan is designed to address all forms of violence, including child abuse, domestic violence, elder abuse, hate crimes, bullying, gang violence and violent crime, and touches all aspects of resident’s lives. *Safe Long Beach* leverages the City’s many existing assets, including strong neighborhoods and community organizations, a thriving downtown, economic development opportunities, award-winning schools, and stable leadership. Long Beach has received support and funding for this plan from the U.S. Department of Justice (DOJ) and has been selected to participate in the DOJ’s National Forum on Youth Violence Prevention.

With the mission clearly outlined, some early wins to prove value and strong support from stakeholders, the City is looking to accelerate implementation of *Safe Long Beach*, with an emphasis on identifying, developing and strengthening strategies that impact men and boys of color. The Office of the City Manager is partnering with FUSE Corps to host an executive-level Fellow for one year who will develop an action plan for accomplishing the goals of the initiative in a coordinated and efficient way. The Fellow will work with a wide array of *Safe Long Beach* partners, including government departments, public schools, colleges and universities, nonprofit agencies, and community and faith-based organizations. The Fellow will focus on programs, with a particular emphasis on the My Brother’s Keeper (MBK) initiative which give the City’s youth – particularly boys and young men of color – opportunities to succeed by addressing their specific needs and priorities. The successful Fellow will help Long Beach demonstrate clear, evidence-based progress in the reduction of violence and other key metrics. Ultimately, this work will mean City residents feel safer, happier and better served by their local government.

ROLE DESCRIPTION

Starting in September 2016, the Fellow will begin by getting up to speed on the mission, goals and activities of *Safe Long Beach* over the last two years. The Fellow will set up meetings and regular lines of communication with key stakeholders and partners to ensure an understanding of the various perspectives and resources that will be key in furthering the initiative. The Fellow will also look at programs around violence prevention that are being implemented in other cities around the country, beyond those already identified by *Safe Long Beach*, and with a particular emphasis on the My Brother’s Keeper population. The Fellow will also look at innovative funding solutions, including ways to garner grants from local, state and federal entities, particularly funds that might be designated for the MBK initiative.



-
- **Arturo Sanchez**, *Deputy City Manager, Office of the City Manager, City of Long Beach*, will supervise the Fellow and serve as the executive champion to ensure that this project achieves its full potential for impact.
 - **Tracy Colunga**, *Neighborhood Relations Officer, City of Long Beach*, will work directly with the Fellow on a day-to-day basis to support and oversee progress toward goals.
 - **Amy Bodek**, *Director, Long Beach Development Services, City of Long Beach*, will also support and advise the Fellow.
 - Other key stakeholders will include:
 - **Kelly Colopy**, *Director of Health & Human Services, DHHS, City of Long Beach*
 - **Doug Haubert**, *Long Beach City Prosecutor, City of Long Beach*
 - Representatives from the police department, school district, colleges, universities and other partners

QUALIFICATIONS

- At least 15 years of professional experience in a relevant field, particularly with a strong background in program management, management consulting, strategic planning, change management, and/or social services.
- Ability to understand how a wide variety of systems operate, both individually and in relation to each other, including city, county, school, health and higher education systems. Able to navigate government bureaucracy and reporting lines.
- Ability to quickly get up to speed on a complex issue and understand its dynamics. Superior critical thinking, strategic thinking and analytical skills. Ability to synthesize complex information and data into clear and concise recommendations.
- Strong record of success engaging various cross-sector stakeholders and managing cross-functional teams. Ability to relate to a wide variety of diverse audiences with varying interests with strong emotional intelligence and empathy. Ability to use facilitative techniques to influence people into action without direct reporting authority.
- Exceptional written and verbal communication skills with ease in public presentations.
- Self-motivated, goal-oriented, entrepreneurial leader who is an independent worker, collaborative, innovative, able to think outside the box, resourceful in creating novel solutions to complex problems, persistent in obtaining information, and able to create direction and movement within potentially ambiguous environments.
- Flexibility, adaptability, persistence, humility, inclusivity and sensitivity to cultural differences.

EXHIBIT "B"
CITY OF LONG BEACH-
FUSE CORPS
INDIVIDUAL PLACEMENT AGREEMENT

Fellowship: City of Long Beach, City Manager's Office & Health Department

Fellow Reports to: Arturo M. Sanchez, Deputy City Manager (MBK)

Kelly Colopy, Director Health Department (Homelessness)

Location of Fellowship: Long Beach, California

Fellowship time base: Full-Time

General Terms and Conditions between the City and Fuse Corps.

The City department executing this Individual Placement Agreement and Fuse Corps acknowledge that the terms and conditions of the Agreement between Fuse Corps and the City of Long Beach, City Contract # _____, apply to the City department and Fuse Corps as it relates to the performance of this Individual Placement Agreement. Fuse Corps and department shall notify the City Manager upon execution of this Individual Placement Agreement.

Project Description:

Homelessness: FUSE Fellow will help develop a strategic roadmap for best serving the city's homeless population. The City conducts a biannual survey of the number, characteristics and service needs of individuals, families and children experiencing homelessness. The Fellow will use this data and develop tracking tools to gain a more robust picture of the homeless population and metrics to evaluate the effectiveness of current service providers. The Fellow will also research best practices across the country and evaluate alternate funding models for the services supported by the Continuum of Care. The Fellow's research and analysis will inform the City's allocation of resources on homeless services.

MBK/VPP: The Fellow will help develop an action plan that addresses each component of Safe Long Beach. The Fellow will work with stakeholders to assign specific tasks and

responsibilities to various parties, create timelines, and develop ways to measure success and outcomes. Initially the Fellow will focus primarily on how to achieve progress on the six milestones for success from the MBK Local Action Plan which include ensuring that youth are physically and mentally prepared to start school; are reading at grade level by the third grade; graduate from high school; complete post-secondary education or training; successfully enter the workforce; and remain safe from violent crime.

Fellow Support provided by the Placement:

The Deputy City Manager and Health Department Director, and his/her staff will facilitate introductions and meetings with key staff within the City as well as elected officials as appropriate. The Fellow will be supervised by the Arturo M. Sanchez, Deputy City Manager (MBK) and Kelly Colopy, Director Health Department (Homelessness).

The Health Department will provide the Fellow office space and a desk, computer, telephone, voicemail, and e-mail.

Financial Considerations Between the City and Fuse Corps regarding the Fellow:

The City of Long Beach will provide no stipend to the Fellow in addition to that provided by Fuse Corps.

The Fellow will be entitled to 10 days' vacation time and 10 days' sick leave, as provided for by their FUSE contract, to be observed consistent with the policies that govern leave for regular employees of the City of Long Beach and the City of Long Beach's Health Department, as well as any holidays observed by regular employees of the City of Long Beach.

The City Manager's Office will reimburse the Fellow for expenses the Fellow incurs to execute duties required by the Health Department, such as travel expenses, consistent with its policies for its regular employees. All such travel expenses require written pre-approval of the City. The City of Long Beach will have no financial obligation for expenses related to duties required by Fuse Corps, such as travel by the Fellow to Fuse Corps trainings or events.

Financial Commitment Between the City and Fuse Corps as it Relates to the Individual Placement for Fuse Corps Fellow.

By executing this Individual Placement Agreement, the City of Long Beach notifies Fuse Corps that the City Manager's Office has appropriated sufficient funds and taken all necessary steps to commit to the Placement and Funding Structure below.

Placement and Funding Timeline Placement and Funding Structure

July 1, 2016	Agreement between Fuse Corps and City Department to host a fellow in the upcoming program year
July 1, 2016	Payment of initial half of \$300,000 total fee is due (\$150,000)
July 1, 2016	Recruitment begins for Fuse Corps fellows to fill projects
July 25 – August 16, 2016	Target dates by which Fellow's direct report will interview Fellow Finalists
September 26 – 30, 2016	Opening Leadership Institute in San Francisco
October 3, 2016	Fellows' first official day working onsite, including structured onboarding actions directed by the Fellow's direct report
January 2, 2017	Payment of second half of \$300,000 total fee is due (\$150,000)
Mid-April 2017	Three-Day Midterm Leadership Institute
September 22, 2017	Final day of work for Fellow

IN WITNESS WHEREOF, the parties hereto have caused this Individual Placement Agreement to be executed by their respective duly authorized officers as of the Effective Date.

FUSE CORPS

CITY OF LONG BEACH

By: 

By:

Name: James Weinberg

Name:

Title: Chief Executive Officer

Title:



CERTIFICATE OF LIABILITY INSURANCE

FUSEC-1

OP ID: CW

DATE (MM/DD/YYYY)

07/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BPJA Business Professional Insurance Associates 1519 South B Street San Mateo, CA 94402 Debbie Upland	CONTACT NAME: Debbie Upland PHONE (A/C, No, Ext): 650-341-4484 FAX (A/C, No): 650-341-4465 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: National Union Fire Ins. Co. 19445 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Fuse Corps 1202 Raiston Avenue # 1B-1D San Francisco, CA 94129	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1458077	02/19/2016	02/19/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	PHPK1458077	02/19/2016	02/19/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EBU 021339160	03/14/2016	02/19/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab. (E&O)		PHPK1458077	02/19/2016	02/19/2017	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract. The City of Long Beach, its officials, employees and agents is included as Additional Insured as respects the insured's business operations per form CG2026. Additional insured applies to General and Auto Liability. This insurance is primary & non-contributory.

APPROVED AS TO SUFFICIENCY

CERTIFICATE HOLDER

CANCELLATION

City of Long Beach
 City Manager's Office
 333 W. Ocean Blvd 13th Floor
 Long Beach, CA 90802

RISK MANAGER
 CITY OF LONG BEACH

09.01.16

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

© 1988-2014 ACORD CORPORATION. All rights reserved.

Policy: PHPK1458077

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Long Beach, its boards and commissions, and their officials, employees and agents
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

APPROVED AS TO SUFFICIENCY
Ken [Signature]
RISK MANAGER
CITY OF LONG BEACH
DATE. 09-01-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York, NY 10038-3551	CONTACT NAME: Risk Management Department		
	PHONE (A/C, No, Ext): (866) 443-8489	FAX (A/C, No): (800) 889-0021	
E-MAIL ADDRESS: work.comp@trnet.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED TriNet HR Corporation and all its affiliates and subsidiaries* Labor Contractor for Fuse Corps 9000 Town Center Parkway Bradenton, FL 34202	INSURER A: Commerce & industry Inc Co		19410
	INSURER B: Illinois National Ins Co		23817
	INSURER C: Ins Co State of Penn		19429
	INSURER D: Nat'l Union Fire Ins Co of Pittsburgh, PA		19445
	INSURER E: New Hampshire Ins Co		23841
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> PRODUCTS/COMPLETED OPS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	064569592 (CA) 064564741 (MA)	07/01/2016 07/01/2016	07/01/2017 07/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000 See attached Waiver of Subrogation in favor of certificate holder

APPROVED AS TO SUFFICIENCY
[Signature]
RISK MANAGER
CITY OF LONG BEACH
 DATE: 09-01-16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required): 9F5F / KZ7

Waiver of subrogation in favor of City of Long Beach.

* TriNet HR II, Inc. and TriNet HR V, Inc.

CERTIFICATE HOLDER City of Long Beach Attn: City Manager's Office 333 West Ocean Dr, 13th Floor Long Beach, CA 90802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Trinet Group Inc. 1100 San Leandro Blvd., Suite 400 San Leandro CA 94577-1595 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lloyd's Syndicate No. 2623		AA1128623
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 570061671209** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT E L DISEASE-EA EMPLOYEE E L DISEASE-POLICY LIMIT
A	EPL - Primary			FG1681120 SIR applies per policy terms & conditions	04/01/2016	04/01/2017	Occurrence Limit \$1,000,000 Aggregate Limit \$1,000,000

APPROVED AS TO SUFFICIENCY
[Signature]
RISK MANAGER
CITY OF LONG BEACH
 DATE: 09.01-16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract: Eff 11/16/15 Evidence of Insurance. Certificate Holder is an assured under the above referenced EPL policy with a limit of \$1,000,000 per claim and in the aggregate.

CERTIFICATE HOLDER**CANCELLATION**

Fuse Corps 1202 Ralston Avenue, Suite 18 San Francisco CA 94129 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>
---	--

Holder Identifier :

Certificate No : 570061671209

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective **See Accompanying Certificate** 12:01 AM forms a part of Policy No. **See Accompanying Certificate**

Issued to TriNet HR, Corp. and all its affiliates & subsidiaries*

By **See Accompanying Certificate**

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be --- % of the total estimated workers compensation premium for this policy.

Schedule

City of Long Beach
333 West Ocean Dr, 13th Floor

Long Beach, CA 90802

TriNet Client Number: 9F5F / KZ7
Client Name: Fuse Corps

WC 04 03 61
(Ed. 11-90)

Countersigned by _____


Authorized Representative

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Long Beach:
333 West Ocean Dr, 13th Floor

Long Beach CA 90802

TriNet Client Number: 9F5F / KZ7
Client Name: Fuse Corps

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **See Accompanying Certificate**
Insured: TriNet HR Corp.
and all its affiliates & subsidiaries

Policy No.
See Accompanying Certificate

Endorsement No.
Premium \$

Insurance Company: **See Accompanying Certificate**

Counter Signed By 