

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

AGREEMENT

**34673**

THIS AGREEMENT is made and entered, in duplicate, as of July 12, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on July 11, 2017, by and between FUSE CORPS, a California nonprofit corporation ("Consultant"), with a place of business at 235 Montgomery Street, Suite 1110, San Francisco, California 94104, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with the FUSE Corps Fellowship Program ("Project"); and

WHEREAS, City has selected Consultant in accordance with City's administrative procedures and City has determined that Consultant and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Consultant perform these specialized services, and Consultant is willing and able to do so on the terms and conditions in this Agreement;

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Hundred Fifty Thousand Dollars (\$150,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of

1 this Agreement. For the purposes of this Section, a fiscal year commences on  
2 October 1 of the year and continues through September 30 of the following year. In  
3 the event that the City Council of the City fails to appropriate the necessary funds  
4 for any fiscal year, then, and in that event, the Agreement will terminate at no  
5 additional cost or obligation to the City.

6 C. Consultant may select the time and place of performance for  
7 these services; provided, however, that access to City documents, records and the  
8 like, if needed by Consultant, shall be available only during City's normal business  
9 hours and provided that milestones for performance, if any, are met.

10 D. Consultant has requested to receive regular payments. City  
11 shall pay Consultant in due course of payments following receipt from Consultant  
12 and approval by City of invoices showing the services or task performed, the time  
13 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
14 on the invoices that Consultant has performed the services in full conformance with  
15 this Agreement and is entitled to receive payment. Each invoice shall be  
16 accompanied by a progress report indicating the progress to date of services  
17 performed and covered by the invoice, including a brief statement of any Project  
18 problems and potential causes of delay in performance, and listing those services  
19 that are projected for performance by Consultant during the next invoice cycle.  
20 Where billing is done and payment is made on an hourly basis, the parties  
21 acknowledge that this arrangement is either customary practice for Consultant's  
22 profession, industry or business, or is necessary to satisfy audit and legal  
23 requirements which may arise due to the fact that City is a municipality.

24 E. Consultant acknowledges and agrees that it shall be  
25 responsible for reimbursement to FUSE Fellow for all reasonable expenses incurred  
26 in carrying out tasks directed by Consultant. The City acknowledges and agrees  
27 that it shall be responsible for reimbursement to FUSE Fellow for all reasonable  
28 expenses incurred in carrying out tasks directed and approved by the City.

1 Examples of reasonable expenses include: conference attendance (hotel, airfare  
2 and/or registration) when required by the City, reimbursement of mileage when a  
3 City vehicle is unavailable, attendance at workshops, etc. The City shall not be  
4 responsible for reimbursement of costs related to Consultant programming including  
5 the FUSE Fellow's orientation, mid-program training and post-fellowship recap.

6 F. Consultant represents that Consultant has obtained all  
7 necessary information on conditions and circumstances that may affect its  
8 performance and has conducted site visits, if necessary.

9 G. CAUTION: Consultant shall not begin work until this  
10 Agreement has been signed by both parties and until Consultant's evidence of  
11 insurance has been delivered to and approved by City.

12 2. TERM. The term of this Agreement shall commence at midnight on  
13 October 1, 2017, and shall terminate at 11:59 p.m. on September 30, 2018, unless sooner  
14 terminated as provided in this Agreement, or unless the services or the Project is  
15 completed sooner.

16 3. COORDINATION AND ORGANIZATION.

17 A. Consultant shall coordinate its performance with City's  
18 representative, if any, named in Exhibit "C", attached to this Agreement and  
19 incorporated by this reference. Consultant shall advise and inform City's  
20 representative of the work in progress on the Project in sufficient detail so as to  
21 assist City's representative in making presentations and in holding meetings on the  
22 Project. City shall furnish to Consultant information or materials, if any, described  
23 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
24 shall perform any other tasks described in the Exhibit.

25 B. The parties acknowledge that a substantial inducement to City  
26 for entering this Agreement was and is the reputation and skill of Consultant's key  
27 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
28 reference. City shall have the right to approve any person proposed by Consultant

1 to replace that key employee.

2 4. INDEPENDENT CONTRACTOR. In performing its services,  
3 Consultant is and shall act as an independent contractor and not an employee,  
4 representative or agent of City. Consultant shall have control of Consultant's work and the  
5 manner in which it is performed. Consultant shall be free to contract for similar services to  
6 be performed for others during this Agreement; provided, however, that Consultant acts in  
7 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
8 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;  
9 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
10 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
11 the usual and customary rights, benefits or privileges of City employees. Consultant  
12 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
13 shall represent themselves to be employees or agents of City.

14 5. INSURANCE.

15 A. As a condition precedent to the effectiveness of this  
16 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
17 duration of this Agreement, from insurance companies that are admitted to write  
18 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
19 Company or from authorized non-admitted insurance companies subject to Section  
20 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
21 by A.M. Best Company, the following insurance:

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

1 endorsement (on City's endorsement form or on an endorsement equivalent  
2 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
3 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
4 and this insurance shall contain no special limitations on the scope of  
5 protection given to City, its boards and commissions, and their officials,  
6 employees and agents. This policy shall be endorsed to state that the insurer  
7 waives its right of subrogation against City, its boards and commissions, and  
8 their officials, employees and agents.

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

14 iii. Professional liability or errors and omissions insurance  
15 in an amount not less than \$1,000,000 per claim.

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

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

24 C. Each insurance policy shall be endorsed to state that coverage  
25 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
26 written notice to City, shall be primary and not contributing to any other insurance  
27 or self-insurance maintained by City, and shall be endorsed to state that coverage  
28 maintained by City shall be excess to and shall not contribute to insurance or self-

1 insurance maintained by Consultant. Consultant shall notify City in writing within  
2 five (5) days after any insurance has been voided by the insurer or cancelled by the  
3 insured.

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

10 E. Consultant shall require that all subconsultants or contractors  
11 that Consultant uses in the performance of these services maintain insurance in  
12 compliance with this Section unless otherwise agreed in writing by City's Risk  
13 Manager or designee.

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

23 G. Any modification or waiver of these insurance requirements  
24 shall only be made with the approval of City's Risk Manager or designee. Not more  
25 frequently than once a year, City's Risk Manager or designee may require that  
26 Consultant, Consultant's subconsultants and contractors change the amount, scope  
27 or types of coverages required in this Section if, in his or her sole opinion, the  
28 amount, scope or types of coverages are not adequate.

1 H. The procuring or existence of insurance shall not be construed  
2 or deemed as a limitation on liability relating to Consultant's performance or as full  
3 performance of or compliance with the indemnification provisions of this Agreement.

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

19 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
20 certifies that, at the time Consultant executes this Agreement and for its duration,  
21 Consultant does not and will not perform services for any other client which would create  
22 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
23 of that other client. Consultant further certifies that Consultant does not now have and shall  
24 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
25 other source of income, interest in real property or investment which would be affected in  
26 any manner or degree by the performance of Consultant's services hereunder. And,  
27 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
28 and contractors.

1           8.     MATERIALS. Consultant shall furnish all labor and supervision,  
2 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
3 necessary to or used in the performance of Consultant's obligations under this Agreement,  
4 except as stated in Exhibit "D".

5           9.     OWNERSHIP OF DATA. All materials, information and data  
6 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
7 with this Agreement, including but not limited to documents, estimates, calculations,  
8 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
9 models, reports, summaries, drawings, designs, notes, plans, information, material and  
10 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
11 and City shall have the unrestricted right to use and disclose the Data in any manner and  
12 for any purpose without payment of further compensation to Consultant. Copies of Data  
13 may be retained by Consultant but Consultant warrants that Data shall not be made  
14 available to any person or entity for use without the prior approval of City. This warranty  
15 shall survive termination of this Agreement for five (5) years.

16           10.   TERMINATION. Either party shall have the right to terminate this  
17 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
18 prior written notice to the other party. In the event of termination under this Section, City  
19 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
20 effective date of termination for which Consultant has not been previously paid. The  
21 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
22 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
23 the performance of this Agreement, whether in draft or final form, or in process. And,  
24 Consultant acknowledges and agrees that City's obligation to make final payment is  
25 conditioned on Consultant's delivery of the Data to City.

26           11.   REPLACEMENT OF FUSE FELLOW. If the FUSE Fellow is unable  
27 to begin his or her appointment at the City, Consultant shall use commercially reasonable  
28 efforts to identify a replacement FUSE Fellow, and Consultant and the City shall work



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

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

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

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

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

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

26           13. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available

1 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
3 disclosed pursuant to subpoena or court order.

4 14. ADDITIONAL COSTS AND REDESIGN.

5 A. Any costs incurred by City due to Consultant's failure to meet  
6 the standards required by the scope of work or Consultant's failure to perform fully  
7 the tasks described in the scope of work which, in either case, causes City to request  
8 that Consultant perform again all or part of the Scope of Work shall be at the sole  
9 cost of Consultant and City shall not pay any additional compensation to Consultant  
10 for its re-performance.

11 B. If the Project involves construction and the scope of work  
12 requires Consultant to prepare plans and specifications with an estimate of the cost  
13 of construction, then Consultant may be required to modify the plans and  
14 specifications, any construction documents relating to the plans and specifications,  
15 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
16 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
17 This modification shall be submitted in a timely fashion to allow City to receive new  
18 bids within four (4) months after the date on which the original plans and  
19 specifications were submitted by Consultant.

20 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
21 amended, nor any provision or breach waived, except in writing signed by the parties which  
22 expressly refers to this Agreement.

23 16. LAW. This Agreement shall be construed in accordance with the laws  
24 of the State of California, and the venue for any legal actions brought by any party with  
25 respect to this Agreement shall be the County of Los Angeles, State of California for state  
26 actions and the Central District of California for any federal actions. Consultant shall cause  
27 all work performed in connection with construction of the Project to be performed in  
28 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,

1 county or municipal governments or agencies (including, without limitation, all applicable  
2 federal and state labor standards, including the prevailing wage provisions of sections 1770  
3 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any  
4 fire marshal, health officer, building inspector, or other officer of every governmental  
5 agency now having or hereafter acquiring jurisdiction.

6 17. PREVAILING WAGES.

7 A. Consultant agrees that all public work (as defined in California  
8 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
9 Work"), if any, shall comply with the requirements of California Labor Code sections  
10 1770 *et seq.* City makes no representation or statement that the Project, or any  
11 portion thereof, is or is not a "public work" as defined in California Labor Code  
12 section 1720.

13 B. In all bid specifications, contracts and subcontracts for any  
14 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
15 wages and the general prevailing rate for holiday and overtime work in this locality  
16 for each craft, classification or type of worker needed to perform the Public Work,  
17 and shall include such rates in the bid specifications, contract or subcontract. Such  
18 bid specifications, contract or subcontract must contain the following provision: "It  
19 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
20 wages to all workers employed by the contractor in the execution of this contract.  
21 The contractor expressly agrees to comply with the penalty provisions of California  
22 Labor Code section 1775 and the payroll record keeping requirements of California  
23 Labor Code section 1771."

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

27 19. INDEMNITY.

28 A. Consultant shall indemnify, protect and hold harmless City, its

1 Boards, Commissions, and their officials, employees and agents ("Indemnified  
2 Parties"), from and against any and all liability, claims, demands, damage, loss,  
3 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
4 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
5 in connection with (1) Consultant's breach or failure to comply with any of its  
6 obligations contained in this Agreement, including any obligations arising from the  
7 Project's compliance with or failure to comply with applicable laws, including all  
8 applicable federal and state labor requirements including, without limitation, the  
9 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
10 acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
11 employees, agents, subcontractors, or anyone under Consultant's control, in the  
12 performance of work or services under this Agreement (collectively "Claims" or  
13 individually "Claim").

14 B. In addition to Consultant's duty to indemnify, Consultant shall  
15 have a separate and wholly independent duty to defend Indemnified Parties at  
16 Consultant's expense by legal counsel approved by City, from and against all  
17 Claims, and shall continue this defense until the Claims are resolved, whether by  
18 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
19 breach, or the like on the part of Consultant shall be required for the duty to defend  
20 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
21 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
22 in the defense.

23 C. If a court of competent jurisdiction determines that a Claim was  
24 caused by the sole negligence or willful misconduct of Indemnified Parties,  
25 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
26 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
27 percentage of willful misconduct attributed by the court to the Indemnified Parties.

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

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

4 21. NONDISCRIMINATION.

5 A. In connection with performance of this Agreement and subject  
6 to applicable rules and regulations, Consultant shall not discriminate against any  
7 employee or applicant for employment because of race, religion, national origin,  
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
9 disability. Consultant shall ensure that applicants are employed, and that  
10 employees are treated during their employment, without regard to these bases.  
11 These actions shall include, but not be limited to, the following: employment,  
12 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
13 termination; rates of pay or other forms of compensation; and selection for training,  
14 including apprenticeship.

15 B. It is the policy of City to encourage the participation of  
16 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
17 procurement process, and Consultant agrees to use its best efforts to carry out this  
18 policy in its use of subconsultants and contractors to the fullest extent consistent  
19 with the efficient performance of this Agreement. Consultant may rely on written  
20 representations by subconsultants and contractors regarding their status.  
21 Consultant shall report to City in May and in December or, in the case of short-term  
22 agreements, prior to invoicing for final payment, the names of all subconsultants  
23 and contractors hired by Consultant for this Project and information on whether or  
24 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
25 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

26 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
27 accordance with the provisions of the Ordinance, this Agreement is subject to the  
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

2 A. During the performance of this Agreement, the Consultant  
3 certifies and represents that the Consultant will comply with the EBO. The  
4 Consultant agrees to post the following statement in conspicuous places at its place  
5 of business available to employees and applicants for employment:

6 "During the performance of a contract with the City of Long Beach, the  
7 Consultant will provide equal benefits to employees with spouses and its  
8 employees with domestic partners. Additional information about the City of  
9 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
10 Long Beach Business Services Division at 562-570-6200."

11 B. The failure of the Consultant to comply with the EBO will be  
12 deemed to be a material breach of the Agreement by the City.

13 C. If the Consultant fails to comply with the EBO, the City may  
14 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
15 to become due under the Agreement may be retained by the City. The City may  
16 also pursue any and all other remedies at law or in equity for any breach.

17 D. Failure to comply with the EBO may be used as evidence  
18 against the Consultant in actions taken pursuant to the provisions of Long Beach  
19 Municipal Code 2.93 et seq., Contractor Responsibility.

20 E. If the City determines that the Consultant has set up or used its  
21 contracting entity for the purpose of evading the intent of the EBO, the City may  
22 terminate the Agreement on behalf of the City. Violation of this provision may be  
23 used as evidence against the Consultant in actions taken pursuant to the provisions  
24 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

25 23. NOTICES. Any notice or approval required by this Agreement shall  
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
27 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
28 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy

1 to the City Engineer at the same address. Notice of change of address shall be given in  
2 the same manner as stated for other notices. Notice shall be deemed given on the date  
3 deposited in the mail or on the date personal delivery is made, whichever occurs first.

4           24.    COPYRIGHTS AND PATENT RIGHTS.

5                   A.     Consultant shall place the following copyright protection on all  
6 Data: © City of Long Beach, California \_\_\_\_, inserting the appropriate year.

7                   B.     City reserves the exclusive right to seek and obtain a patent or  
8 copyright registration on any Data or other result arising from Consultant's  
9 performance of this Agreement. By executing this Agreement, Consultant assigns  
10 any ownership interest Consultant may have in the Data to City.

11                  C.     Consultant warrants that the Data does not violate or infringe  
12 any patent, copyright, trade secret or other proprietary right of any other party.  
13 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
14 and employees harmless from any and all claims, demands, damages, loss, liability,  
15 causes of action, costs or expenses (including reasonable attorney's fees) whether  
16 or not reduced to judgment, arising from any breach or alleged breach of this  
17 warranty.

18           25.    COVENANT AGAINST CONTINGENT FEES. Consultant warrants  
19 that Consultant has not employed or retained any entity or person to solicit or obtain this  
20 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
21 commission or other monies based on or from the award of this Agreement. If Consultant  
22 breaches this warranty, City shall have the right to terminate this Agreement immediately  
23 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
24 due under this Agreement or otherwise recover the full amount of the fee, commission or  
25 other monies.

26           26.    WAIVER. The acceptance of any services or the payment of any  
27 money by City shall not operate as a waiver of any provision of this Agreement or of any  
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3 27. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
5 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

6 28. TAX REPORTING. As required by federal and state law, City is  
7 obligated to and will report the payment of compensation to Consultant on Form 1099-  
8 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
9 resulting from payments under this Agreement. Consultant shall submit Consultant's  
10 Employer Identification Number (EIN), or Consultant's Social Security Number if  
11 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
12 Financial Management. Consultant acknowledges and agrees that City has no obligation  
13 to pay Consultant until Consultant provides one of these numbers.

14 29. ADVERTISING. Consultant shall not use the name of City, its officials  
15 or employees in any advertising or solicitation for business or as a reference, without the  
16 prior approval of the City Manager or designee.

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

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

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25 ///

26 ///

27 ///

28 ///



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

7/19, 2017

By [Signature]  
Name James Wenberg  
Title CEO

7/19, 2017

By Nancy Gage  
Name Nancy Gage  
Title COO

"Consultant"

CITY OF LONG BEACH, a municipal  
corporation

August 2, 2017

By [Signature]  
City Manager

"City" Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 901 OF  
THE CITY CHARTER.

This Agreement is approved as to form on July 31, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# EXHIBIT “A”

## Scope of Work



**"Attracting and Retaining Talent to Drive Government Innovation"  
Long Beach Office of the City Manager  
Long Beach, CA**

**PROJECT CONTEXT**

With an estimated 470,000 residents, Long Beach is the seventh largest city in California and one of the most ethnically diverse cities in the United States. The city is a primary gateway for international trade, making it uniquely rich in potential. The City of Long Beach is a full-service city, providing all traditional city services, and also overseeing a municipal golf system of five courses, a waste-to-energy facility, 162 parks, six miles of beaches and, last but not least, a health department, which is unusual for a city government.

Together, this makes the city the second largest employer in Long Beach, a number that swells from 3,900 regular employees across 22 departments to 6,500 during the summer months. Most of the city's personnel are represented by nine different labor organizations, and it is committed to fostering positive alliances between labor and management to improve employee engagement and morale. The City of Long Beach is also committed to hiring staff who either reflect or are sensitive to the wonderful diversity of its citizens. For example, the City regularly publishes notices in at least four languages—English, Spanish, Tagalog, and Khmer—and it boasts the largest population of Cambodian-Americans in the nation.

Given the diversity of the community, the City of Long Beach takes seriously its responsibility to shift the culture of local government to focus more on community engagement, innovation and results orientation, and recognizes the value of the hiring process as a significant mechanism for such culture change. In order to hire the right people with the right skills and mindset for the impact careers available in local government, the City of Long Beach must first improve the efficiency of the entirety of the hiring and onboarding process to ensure it can find and retain great talent and seamlessly navigate applicants through the hiring and onboarding process.

In order to advance this work, the Office of the City Manager of Long Beach, will partner with FUSE Corps to host an executive-level Fellow for one year to redesign the city's hiring process into one that is efficient and adaptive to the changing personnel needs of the city. These efforts will allow the city to source the right people with the right skills and mindsets for the right jobs in a shorter period of time.

**PROJECT SUMMARY**

The following provides a general overview of the proposed fellowship project. This project summary and the potential deliverables that follow will be collaboratively revisited by the host agency, the Fellow, and FUSE staff during the first month of the project, after which a revised scope of work will be developed and agreed upon by the Fellow and the host agency.



Starting in October 2017, it is proposed the fellow will begin by conducting a thorough analysis of the city's hiring and onboarding process, including all of its laws and policies around talent management for both civil service and non-civil service positions as well as full- and part-time staff. The analysis will include best practices from other cities along with information gleaned from interviews with all stakeholders, including labor unions, Civil Service, City Management, Human Resources, hiring managers, city agencies, and customers who have experienced the city's current hiring process. This will require a thorough analysis of the city's current system that can pinpoint what is working well and where, exactly, the process is stalling, and then develop a new methodology for workforce management that can withstand the long-term ebb and flow of economic upturns and recessions.

The resulting report will identify speedbumps in the city's current processes, provide metrics for success, and create recommendations for improvements. The fellow will then begin implementing some of the proposed changes in addition to training staff managers in the importance of the hiring process.

This project will benefit from a fellow with experience in overseeing or overhauling the hiring process for a large organization, especially one that employs people in a number of different occupations, and with an ability to perform data-driven analytics. In addition, the fellow must be sensitive to the needs of a diverse workforce, be ready to work collaboratively with all of the identified stakeholders and able to connect across established silos within the city government. Finally, the ideal candidate will be excited about enacting cultural change from inside government to ensure that the city is hiring civil servants—from firefighters and police officers to health workers and municipal waste collectors—who best reflect the values of the City of Long Beach and are able to serve its residents and their needs.

#### **POTENTIAL DELIVERABLES**

- *Develop a foundation of understanding* – Interview stakeholders from across city government, including the city's Human Resources Department and Civil Service Department, as well as representatives from labor unions and city management to gain a better understanding of the opportunities and challenges to an improved hiring process. Become familiar with the major policies and regulations that govern talent-related matters for the city and collect relevant best practices from other U.S. cities and leading private sector companies.
- *Assess and report on current capabilities* – Gather more detailed information about the city's current approach to human capital management through additional one-on-one and group interviews with key stakeholders, written input from stakeholders, and a review of relevant human resource department data. Develop a workflow diagram to help assess the full process of developing positions, recruitment, hiring, onboarding, training and professional development. After analyzing the resulting information, produce a findings report that identifies critical gaps in the hiring process. The report should also include proposed metrics for measuring success against the new process, and identify immediate priorities for investment and intervention.



- *Identify best practices* – Research and recommend best practices on talent acquisition strategies and sustaining a culture of innovation in their employees through training and ongoing development. Identify best practices that would be cost effective and strategic for the city given the city's fiscal constraints, talent needs, and desire to be an employer of choice.
- *Develop a strategic human resource management plan* – Collaborate closely with city leadership to develop a two- to three-year roadmap for implementing the proposed human resource management process. Have all key stakeholders participate in the development of this plan to ensure widespread buy in and consensus. Assess the policy implications of recommendations and develop a strategy for advancing policy changes. The roadmap should include deliverables, timelines, budgets, staff training, change management approaches, and suggestions for how those activities can be streamlined.
- *Support initial implementation phases* – Work with the City of Long Beach to identify a phased approach that that represent quick-win changes to prove the overall value of these new approaches to hiring and workforce management. Support department leaders and other hiring managers as they work to improve specific talent-related processes and document the results.

#### KEY STAKEHOLDERS

- **Tom Modica**, *Assistant City Manager*, Office of the City Manager
- **Anitra Dempsey**, *Interim Deputy City Manager*, Office of the City Manager
- **Alex Basquez**, *Director of Human Resources*, Personnel Department
- **Kandice Taylor-Sherwood**, *Executive Director*, Civil Service Department

#### QUALIFICATIONS

- At least 15 years of professional experience in a relevant field, particularly with a strong background in talent management, leadership development, operational systems development, recruitment and talent acquisition for a variety of job classifications, including both white and blue collar classifications.
- Understanding of unions and public or private sector labor negotiations a plus.
- Ability to quickly get up to speed on complex human capital processes and policies, ideally including some previous familiarity with the employee life cycle and change management efforts.



- Superior critical thinking and analytical skills; ability to synthesize complex information into clear and concise recommendations; and experience in process design/design thinking.
- Ability to relate to a variety of diverse audiences with varying interests; strong emotional intelligence and empathy.
- Excellent stakeholder management skills and the ability to use facilitative leadership techniques to influence people into action without direct reporting authority.
- Self-motivated, goal-oriented, entrepreneurial leader who is an independent worker; creatively 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.
- Exceptional written and verbal communication skills with ease in public presentations.
- Support and understanding the strength of diversity, and the need for solutions to support all regardless of race, religion, gender, immigration status, or ethnicity.

#### **TO APPLY**

Visit <http://fuse.force.com/Careers> and click the link for this role to upload a resume and complete the online application questions in lieu of a cover letter. The application process will allow you to indicate interest in more than one fellowship opportunity. You only need to submit one application. Interested candidates are encouraged to apply as soon as possible, as selections will be made on a rolling basis and specific opportunities may close quickly.

This role offers the opportunity to work full time for 12 months as an independent contractor of FUSE Corps with an annual stipend of \$90,000 paid through monthly installments.

The FUSE Fellowship is an equal opportunity program with a core value of incorporating diverse perspectives. We strongly encourage candidates from all backgrounds to apply.



**"Establishing Care Systems for an Age-Friendly Community"  
Long Beach Department of Health and Human Services &  
Long Beach Department of Parks, Recreation and Marine  
Long Beach, CA**

## **PROJECT CONTEXT**

During the 20<sup>th</sup> century, developed countries like the United States experienced a dramatic increase in life expectancy. While people are living longer, society as a whole has failed to adjust and support the growing aging population. Today, many seniors are less connected to the traditional family safety net, lack financial resources for longer retirements, and are increasingly dependent on city and social services to get by. Realizing the growing impact of this trend, the City of Long Beach has prioritized senior care as a major issue for city government and is addressing the challenge head on through a unique and collaborative set of efforts undertaken by the Department of Health and Human Services and Department of Parks, Recreation and Marine, including establishing an Office on Aging that is set to open in fall of 2017.

With an estimated 470,000 residents, Long Beach is the second largest city in the County of Los Angeles and the seventh largest city in California. A quarter of its current population is over 50 years old and 9% is over 65 years old, which forecasts a dramatic bump in the need for senior services in the areas of housing, transportation, safety, health and quality of life. Providing quality support to the growing population of seniors is further complicated by the demographic changes underway. Long Beach's residents are expected to become not only more ethnically diverse, but also older and poorer. By 2025, more than 22% of Long Beach's elderly residents will be living below the poverty line.

Long Beach has identified major gaps and lack of coordination in the services it currently offers elderly residents. As a result, the city's most vulnerable residents are not consistently able to access the care and supports they need, when they need it. To examine this issue, in 2016 the city updated its Strategic Plan for Older Adults. This plan called for the creation of an Older Adult Task Force comprised of various interest groups and city committees to coordinate and implement the strategic plan.

To advance these efforts, the City of Long Beach is partnering with FUSE Corps to host an executive-level Fellow for one year to design a coordinated and data-driven system for delivering and financing services to seniors. The fellow will also develop a system for measuring and communicating the economic and social value of services provided to seniors to help the city leverage potential public funding and private-sector partnerships. These efforts will help Long Beach realize its overarching goal: to improve the quality of life for the city's elderly residents by linking them to a coordinated health and social service continuum of care.

## **PROJECT SUMMARY**

The following provides a general overview of the proposed fellowship project. This project summary and the potential deliverables that follow will be collaboratively revisited by the host agency, the Fellow, and FUSE staff during the first month of the project, after which a revised scope of work will be developed and agreed upon by the Fellow and the host agency.



Starting in October 2017, the FUSE Fellow will build upon work that is currently taking place, which is the identification of resources currently available to the city's senior population. Using this database and a study of key indicators of senior health and wellness, the fellow will identify current gaps in services based on available data, conduct an ongoing needs assessment of desired services, and investigate partnership opportunities.

The fellow will closely partner with local officials to help develop an online system that can serve as the foundation for a referral network for the city's senior population to connect seniors and families to the services and support they require. This will include tools to collect metrics to track usage of services in order to help the city track progress around key indicators. The fellow will also help develop visualization tools conveying the short- and long-term economic and social benefits of services provided to seniors through the Office on Aging. The Office on Aging's service offering will include a Public Health Nurse-Social Work partnership to address emerging and urgent needs and community health navigators to connect seniors and families to necessary services and support. The Office on Aging is also intended to help engage seniors in volunteer efforts and civic initiatives.

After laying this foundation of understanding around service offerings and needs, the fellow will support the long-term sustainability of the city's efforts through a focus on sustainable funding strategies, beyond grants. The fellow will utilize existing data sets to analyze current public funding streams for senior services and research and analyze potential opportunities to leverage external funding through public and private sources. Using these analyses, the fellow will present recommendations for a long-term funding strategy.

When successful, this project will help increase awareness among seniors of the many services available to them within the city and help develop mechanisms for tracking and visualizing social and economic benefits of those services. Ultimately, the city hopes to leverage the unique collaboration between the Department of Health and Human Services and Department of Parks, Recreation and Marine to develop and implement a long-term sustainable approach to senior care that addresses the needs of the city's aging population and leads to an improved quality of life.

#### **POTENTIAL DELIVERABLES**

- *Conduct a thorough review of senior services* — Conduct interviews with stakeholders involved with funding and providing services for elderly residents in order to ascertain the range of support and services currently provided to seniors, current gaps in support, and forecasted gaps as the population grows and changes. Through this interview and research process, identify existing data sources and databases within and outside of city departments and facilities that could be integrated as part of an improved data-driven approach to determine and collect metrics that will track year-over-year improvements in key outcomes.
- *Create a gap analysis of services* — Based on information and data gleaned from interviews and research, publish a rigorous gap analysis and suggest a data-driven methodology for offering services that are streamlined, cost efficient, and provide a better quality of life for elderly





residents. This methodology will include indicators to measure the effectiveness of these services, with the goal of encouraging longer-term investment by private partners.

- *Develop and implement an online service referral system*— Support the city's Technology and Innovation Department to either develop and implement an online database or select a hosted product that connects the city's various senior services in a referral network to provide a more comprehensive network of support. Create tools to visually engage and educate the public via the OpenData portal. The data collected through this system should also set the groundwork for Long Beach to determine the social and economic value of the services and support provided to seniors using key health indicators.
- *Provide recommendations for a long-term funding strategy for the Office on Aging* —Analyze current funding mechanisms, including public sources (state, county and city level) and identify opportunities to increase public funding allocations through new initiatives or enhanced services. Use current and emerging data to develop a data-based presentation of the cost savings and/or cost avoidance of investments in senior services as a way to sustain and increase funding from potential investors in the private and healthcare sectors and insurers. Present recommendations for a braided funding strategy for the office integrating private philanthropy, public funding and resources from the healthcare sector.

#### KEY STAKEHOLDERS

- **Anitra Dempsey**, Interim Deputy City Manager; **Kevin Jackson**, Deputy City Manager
- **Kelly Colopy**, Director, *Department of Health & Human Services*
- **Marie Knight**, Director, *Department of Parks, Recreation and Marine*
- **Tiffany Cantrell-Warren**, Manager for Community Health Bureau, *Department of Health and Human Services*

#### QUALIFICATIONS

- At least 15 years of professional experience in a field related to health care supply chain management or management consulting with experience in economic evaluation of social benefit programs.
- Experience with social or human services preferred but not required, ideally with a familiarity with senior care issues.
- Strong background in program evaluation, system optimization and/or systems analytics, cost benefit analysis, and data management is a plus.
- Exceptional written and verbal communication skills and ease with public presentations. Ability



to synthesize complex information into clear and concise summaries and recommendations.

- Strong critical thinking and analytical skills. Ability to get up to speed quickly about the many complexities that are involved in the senior services sector.
- Strong record of success engaging a variety of cross-sector stakeholders and managing cross-functional teams. Ability to relate to a variety of diverse audiences and varying interests with strong emotional intelligence and empathy. Able to collaborate across a variety of disciplines.
- Ability to identify best practices, understand data and evidence and use it to support a successful communications strategy, and make a persuasive argument to support recommendations.
- Self-motivated, goal-oriented, entrepreneurial leader who is an independent worker, 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.
- Support and understanding the strength of diversity, and the need for solutions to support all regardless of race, ethnicity, religion, gender, physical ability, education attainment, sexual preference, sexual identity, nationality, or immigration status.

#### **TO APPLY**

Visit <http://fuse.force.com/Careers> and click the link for this role to upload a resume and complete the online application questions in lieu of a cover letter. The application process will allow you to indicate interest in more than one fellowship opportunity. You only need to submit one application. Interested candidates are encouraged to apply as soon as possible, as selections will be made on a rolling basis and specific opportunities may close quickly.

This role offers the opportunity to work full time for 12 months as an independent contractor of FUSE Corps with an annual stipend of \$90,000 paid through monthly installments.

The FUSE Fellowship is an equal opportunity program with a core value of incorporating diverse perspectives. We strongly encourage candidates from all backgrounds to apply.



## **"Developing Innovative Public Health and Public Safety Responses to Homelessness"**

**Office of the City Manager**

**Long Beach, CA**

### **PROJECT CONTEXT**

In the City of Long Beach the prevailing community perception that homelessness is escalating as a public health and public safety concern has heightened the public dialogue and increased the City's desire to explore innovative approaches to address the issue. Although the most recent citywide survey for which results are available indicates the number of homeless individuals in Long Beach decreased 18% to about 2,300 people, the community concern remains significant.

The need to better utilize public resources to respond more efficiently to issues related to homelessness has risen to a top priority. There are already several leading-edge programs underway that showcase the innovative approaches being undertaken by various city departments. The Long Beach Fire Department recently launched a new unit called the Homeless Education and Response Team (HEART), a mobile unit designed to respond to calls involving homeless individuals which in turns frees up department resources to address other emergencies. Additionally, the Long Beach Police Department has a best-practice unit developed in partnership with the LA County Department of Mental Health, called the Mental Evaluation Team (MET), which provides expertise in addressing calls involving the homeless and mentally ill population.

Initial data analysis suggests there is a population of "high utilizers" of services across the Police, Fire and Health departments and hospital emergency rooms. These homeless individuals, often those suffering from mental illness and/or substance abuse, physical health concerns and who may be committing low-level crimes often enough that it presents a public safety concern in the community. This particular population does not represent repeat or violent criminals but are often cited for low-level offenses such as loitering, panhandling, camping, urinating in public, having an open container, trespassing or sleeping in public — citations that almost exclusively affect homeless individuals and significantly contribute to avoidable costs in the criminal justice system. This group is also disproportionately likely to receive drug related emergency services or street health services which tend to be expensive and inefficient ways to deliver care.

In March 2017, voters in Los Angeles County, which includes the City of Long Beach, approved Measure H to increase the county's sales tax by a quarter-cent, raising approximately \$355 million annually to implement homelessness prevention and remediation strategies across the region. Although it is unclear at this time the direct impact additional funds from Measure H at the County will have on the City of Long Beach, there exists an opportunity to develop a coordinated approach to providing innovative public health and public safety services to the target population in anticipation of greater resources and focus on the County's homeless population. The Health Department currently hosts a FUSE Fellow who is designing a collective impact infrastructure, which is comprised of community partners, business and government agencies, to address issues including housing, supportive services and prevention.



To leverage and align these efforts and to focus on opportunities for innovation in emergency services response, the City Manager's Office will partner with FUSE Corps to host an executive-level Fellow for one year to analyze existing data and develop a coordinated and efficient public services response to homelessness in Long Beach. These efforts will allow the City to more effectively utilize current resources and potentially leverage new resources generated through Measure H to better serve the homeless population and improve public safety and public health outcomes for the entire community.

#### **PROJECT SUMMARY**

The following provides a general overview of the proposed fellowship project. This project summary and the potential deliverables that follow will be collaboratively revisited by the host agency, the Fellow, and FUSE staff during the first month of the project, after which a revised scope of work will be developed and agreed upon by the Fellow and the host agency.

Starting in October 2017, it is proposed the FUSE Fellow will develop a comprehensive understanding of the current service delivery provided to "high utilizers" of police, fire and EMS, hospital emergency departments, and the Health and Human Services department utilizing existing data sources. By January the fellow will have developed

By January the fellow will have developed a comprehensive understanding of current responses and be able to identify opportunities for consolidation, greater collaboration and increased efficiency within the existing frameworks and budgets in the City of Long Beach. The fellow will conclude by providing a set of concrete recommendations on how to more efficiently use current resources as well as leverage new revenue streams to better address homelessness in the City of Long Beach.

#### **POTENTIAL DELIVERABLES**

- *Conduct a thorough review and analysis of current systems* – Analyze existing data to determine current response volumes and average costs of service across all three systems and use data-driven analysis to inform decision-making. Quickly come up to speed on current operational and resources challenges associated with responding efficiently to homeless individuals who are "high utilizers" of city and hospital services. Discern historical and institutional rationales for the current programs and systems in place. Carry out a comprehensive benchmarking analysis across other high-volume metro areas in order to better understand the opportunities and challenges associated with pursuing creative problem-solving within this field.
- *Engage key stakeholders* – Proactively engage all relevant departments and external partners to better understand their viewpoints with regard to potential changes in street operations. Meet with a broad range of staff members and partner organizations to better understand their perspectives, priorities, and concerns with regard to current process challenges and need for improvement. Uncover the questions that each wants to answer in order to identify or generate the necessary resources and tools. Include all key stakeholders throughout the process of



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establishing recommendations to ensure widespread buy-in and consensus. Regularly disseminate information regarding progress.

- *Identify data needs* – Identify missing data elements across the system that would support better decision making, better identify costs of homelessness, and support pay for performance opportunities in contracting. Assist in determining strategies for collecting these data and in determining core measures that could be utilized to determine cost aversion and success.
- *Identify actionable opportunities and establish goals for system improvements under multiple funding scenarios* – Work with stakeholders to leverage available data and assets and identify the most viable opportunities for new systems and collaborations. Play a key role in establishing goals for the development of improvements to current systems using existing resources. This may include research, project planning, policy development, and partnership development. In addition, provide guidance to the City Manager's office on how to best leverage potential future revenue from Measure H tailored to the needs of Long Beach that will build upon recommended system improvements across all three departments. Construct a detailed proposal with specific recommendations and implementation plans for both scenarios, one with existing resources and one with augmented Measure H resources, within the legislative and policy guidelines for each revenue stream.

#### KEY STAKEHOLDERS

- **Tom Modica**, *Assistant City Manager, City of Long Beach*
- **Anitra Dempsey**, *Interim Deputy City Manager, City of Long Beach*
- **Chief Michael Duree**, *Fire Department, City of Long Beach*
- **Kelly Colopy**, *Director, Department of Health and Human Services*

#### QUALIFICATIONS

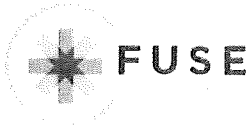
- At least 15 years of professional experience in program evaluation, budget analysis, process improvement and streamlining, organizational design or experience with corporate mergers and business line consolidations.
- Superior critical thinking and analytical skills. Ability to get up to speed quickly about the integration and application of multiple programs and systems to improve the lives of citizens across diverse populations.
- Ability to synthesize complex information into clear and concise summaries and recommendations.
- Ability to identify best practices, understand data and evidence and use it to support a business case, and make a persuasive argument to support recommendations.
- Strong record of success engaging a variety of cross-sector stakeholders and managing cross-functional teams. Ability to relate to a variety of diverse audiences and varying interests with



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strong emotional intelligence and empathy. Able to connect and collaborate across a variety of disciplines.

- Exceptional written and verbal communication skills with ease in public presentations.
- Self-motivated, goal-oriented, entrepreneurial leader who is an independent worker, 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.
- Support and understanding the strength of diversity, and the need for solutions to support all regardless of race, religion, gender, immigration status, or ethnicity.



## **HOST AGENCY ROLE DETAILS**

*(FOR INTERNAL HOST AGENCY USE ONLY)*

*This page serves as an addendum to the job posting above for use by the host agency. It describes in further detail the role details and assignments for agency staff during the Fellowship and their relationship and daily responsibilities to the Fellow.*

**Executive Sponsor:** The Executive Sponsor is ideally a high-ranking member of management. He or she is the visible champion of the project with the management team and is the ultimate decision-maker, with final approval on all phases, deliverables and scope changes.

- **Tom Modica, Assistant City Manager, City of Long Beach,** will serve as the Executive Sponsor to ensure that this project achieves its full potential for impact.

**Project Supervisor:** The Project Supervisor is the driver and in-house champion of the project. They are typically members of senior management – those with a stake in the project's outcome. Project Supervisors work closely with the Fellow. They legitimize the project's objectives and participate in high-level project planning. In addition, they often help resolve conflicts and remove obstacles that occur throughout the project, and they sign off on approvals needed to advance each phase.

- **Anitra Dempsey, Interim Deputy City Manager, City of Long Beach,** will serve as the Project Supervisor, working directly with the Fellow on a day-to-day basis to support and oversee progress toward goals.

### **Other Key Stakeholders:**

- **Chief Michael Duree, Fire Department, City of Long Beach**
- **Kelly Colopy, Director, Department of Health and Human Services**



**"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 residents' 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.





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.



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## KEY STAKEHOLDERS

- **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, resourceful in coming up with novel solutions to complex problems, persistent in obtaining information, and able to create direction and movement within potentially ambiguous environments.



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- Flexibility, adaptability, persistence, humility, inclusivity and sensitivity to cultural differences.

# EXHIBIT “B”

## Rates or Charges

<b>Placement and Funding Timeline</b>	<b>Placement and Funding Structure</b>
July 30, 2017	Agreement between FUSE and City Department to host a fellow in the upcoming program year
July 30, 2017	Recruitment begins for FUSE fellows to fill projects
August 15, 2017	Payment of initial half of \$150,000 total fee is due (\$75,000)
Late August or Early September 2017	Target dates by which Department will interview Finalists
September 25-29, 2017	Weeklong Orientation Training in San Francisco for all Fellows
October 2, 2017	Fellows' first official day working onsite, including structured onboarding actions directed by the Fellow's direct report
January 15, 2018	Payment of second half of \$150,000 total fee is due (\$75,000)
Late March or Early April 2018	Weeklong Midterm Training in Los Angeles for all Fellows
September 28, 2018	Final day of work for Fellow

# EXHIBIT “C”

City’s Representative:

Andrew Vialpando

(562) 570-6782

# EXHIBIT “D”

## Materials/Information Furnished:

The City will provide basic office infrastructure  
(workspace, computer, email, phone, security  
badge, access to office supplies, etc.)

# EXHIBIT “E”

Consultant’s Key Employee:

Leigh Halverson

(503) 320-2384