

**MASTER AGREEMENT FOR PLACEMENT SERVICES
BETWEEN THE CITY OF SAN JOSE AND
FUSE CORPS**

This **MASTER AGREEMENT FOR PLACEMENT SERVICES** (“Agreement”) is made and entered into this _____ day of _____ 2019, by and between the CITY OF SAN JOSE, a municipal corporation (“City”) and FUSE Corps, a California nonprofit corporation (“FUSE”).

RECITALS

WHEREAS, FUSE is a nonprofit organization that operates an executive-level fellowship program with a mission to enable local government to more effectively address the most pressing challenges facing urban communities; and

WHEREAS, FUSE recruits, supports, and places individuals (the “Fellows” and each, a “Fellow”) enrolled in the FUSE Fellowship program (the “Program”) with governmental entities for twelve month fellowships; 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 Master Agreement to participate in service 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 in accordance with the terms and conditions of an Individual Placement Agreement in substantially the form attached hereto as Attachment 1 (a “Individual Placement Agreement”); and

WHEREAS, the parties agree that funding commitments shall be set forth in each Placement Agreement by the City department that has requested the Fellow(s); and

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

NOW, THEREFORE, in consideration of the premises and mutual terms, covenants and conditions contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Term and Effective Date. The Term of this Agreement shall commence as of April 1, 2019 and expire on June 30, 2022, , unless earlier terminated by the parties in accordance with the terms of this Agreement (the “Term”). During the Term, all City departments wishing to participate in the Program must adhere to the terms of this Agreement.

2. **Program Timetables.** FUSE operates two program cycles per year:

(a) The first program cycle (the “Fall Cohort”) includes projects that have executed Placement Agreements by May 31st of a given calendar year; that conduct recruitment and selection of Fellows from June through August of that year; that offer a weeklong Orientation for new fellows in late September of that year; and whose projects begin during the first week in October of that year and then continue for 12 months (such twelve-month period, the “Fall Cohort Program Year”) until their conclusion in September of the following calendar year.

(b) The second program cycle (the “Spring Cohort”) includes projects that have executed Placement Agreements by November 30th of a given calendar year; that conduct recruitment and selection of Fellows from December of that year through February of the following calendar year; that offer a weeklong Orientation for new fellows in late March; and whose projects begin during the first week in April and then continue for 12 months (such twelve-month period, “the Spring Cohort Program Year”) until their conclusion in March of the following calendar year.

As used in this Agreement, “Program Year” shall refer to either the Fall Cohort Program Year or the Spring Cohort Program Year.

3. **Placement.** Upon completion and execution by City and FUSE of a Placement Agreement for a Fellow, FUSE shall place such Fellow with the City in accordance with the Placement Agreement, and the City shall accept such placement and provide the Fellow with the requirements set forth in the Placement Agreement. Each City Department that wishes to place one or more Fellows shall submit a Placement Agreement to FUSE for such Fellow(s) no later than the deadline associated with the given program cycle, which is May 31st for the Fall Cohort and November 30th for the Spring Cohort.

4. **Services.** The services to be provided by FUSE under this agreement for each Fellow that the City agrees to place are summarized in Attachment 1, the Individual Placement Agreement.

5. **Program Fee.** During the Term, City will pay \$150,000 per Fellow to FUSE (the “Program Fee”), not to exceed \$950,000 per year for a total contract amount not to exceed \$2,850,000, subject to City Council appropriation of funds. The Program Fee constitutes a flat-fee payment in exchange for the mutually-agreed value of the services to be provided by FUSE and is not associated with any form of a “time and materials” or “billable hours and direct costs” arrangement.

6. **Program Fee Payment Schedule.** FUSE will invoice the Program Fee of \$150,000 per Fellow in two equal installments of \$75,000 approximately six months apart. The City agrees to pay all invoices within 30 days of receipt. FUSE will invoice City in accordance with the following schedule:

(a) For the Fall Cohort, \$75,000 of the Program Fee shall be invoiced on or before July 15 of the same calendar year as the Fellowship start-date, and the remaining \$75,000

shall be invoiced on or before January 15 of the same calendar year, all as detailed in the applicable Placement Agreement.

(b) For the Spring Cohort, \$75,000 of the Program Fee shall be invoiced on or before January 15 of the calendar year prior to the Fellowship start-date, and the remaining \$75,000 shall be invoiced on or before July 15 of the same calendar year, all as detailed in the applicable Placement Agreement.

7. **Stipend.** FUSE shall provide for a monthly stipend to be paid to each Fellow for services rendered pursuant to the terms and conditions set forth in the applicable Placement Agreement. The City shall not be required to pay any additional stipend to the Fellow.

8. **Fellowship.** The Fellow will provide the City with the services described in the Placement Agreement for such Fellow during the Fellow's twelve-month appointment. The City shall provide the Fellow with an overview of current project progress to date, background information, specific project targets and continuing input related to project progress, as well as guidance and resources necessary to carry out the project.

9. **Workspace.** The City agrees to provide each Fellow with a dedicated workspace, a telephone, a computer, internet access, security access as appropriate, office supplies, and any other physical resources related to performance of services provided for in the Placement Agreement for such Fellow.

10. **Expenses.** During a Fellow's appointment, the City, at its sole discretion, may authorize and pay for all reasonable project-related expenses incurred by such Fellow in connection with the performance of services pursuant to the Placement Agreement for such Fellow including, without limitation, business expenses, travel expenses, and office supplies, all in accordance with the City's applicable policies and procedures.

11. **Early Termination; Reimbursement.** If the City elects to terminate a project pursuant to a signed Placement Agreement for any reason, or if a Fellow is unable to begin or complete an appointment pursuant to a Placement Agreement for any reason, then, subject to any advance notice provisions in the applicable Fellowship Agreement or other independent contractor agreement, the City may terminate the appointment and may only seek reimbursement of the \$150,000 Program Fee pursuant to the following process:

(a) If the effective date of a termination occurs after the deadline set forth in Section 2 of this Agreement for signing a Placement Agreement for either the Fall Cohort or the Spring Cohort and on or before a Fellow's first day of work in the City, then the City may seek reimbursement of up to \$45,000 of the initial \$75,000 payment, and the City shall be released from any further payment in connection with such project. The parties acknowledge and agree that \$30,000 of the Program Fee is non-refundable, being associated, among other things, with FUSE's various pre-fellowship services, such as project scoping, executive search, candidate screening and selection, on-boarding preparation and new fellow's Orientation Week, etc.

(b) If the effective date of a termination occurs after a Fellow's first day of work at the City and prior to the agreed-upon final day of the Fellow's appointment, as specified in the applicable Placement Agreement, then reimbursement may be sought at a pro-rated

amount equivalent to up to \$10,000 per month for each month that the Fellow did not complete of his or her appointment.

12. Executive Advisors. In the event that the City wishes to continue a defined project beyond the 12-month term of the Individual Placement Agreement, the City and FUSE may execute a supplemental Individual Placement Agreement articulating the specific terms and conditions of an extension of the project (an "Extension"), pursuant to which the Fellow would become an Executive Advisor ("Advisor"). All terms of this Agreement applicable to Fellows apply to Advisors, except as provided in this Section 12.

(a) Placement. Each City Department that wishes to retain an Advisor for an Extension shall submit an Advisor Placement Agreement to FUSE no later than 60 days prior to the end of the applicable Fellow's Program Year.

(b) Term and Effective Date. The Term of the Extension shall commence the day after the Fellow's Program Year concludes and shall continue for a period to be determined by the City, with a minimum period of at least one month and a maximum period of twenty-four months.

(c) Fee. The City shall pay a fee of \$12,500 per month to FUSE for each Advisor retained by the City (the "Advisor Fee"). These fees will be invoiced on a quarterly basis during the term of the Advisor's service, and paid by the City within 30 days of receipt of the invoice unless an alternative payment schedule is agreed to by the City and FUSE in writing.

(d) Early Termination. If the City elects to terminate an Advisor's project for any reason, or if an Advisor is unable to begin or complete an appointment for any reason, then the City may, subject to any advance notice requirements in the applicable Fellowship Agreement or other independent contractor agreement, terminate the appointment and may seek reimbursement only in an amount up to \$12,500 per month for any full month following the effective date of an Advisor's termination for which the City paid a \$12,500 fee under this Agreement.

13. Cooperation by the City. City shall assist and cooperate with FUSE and all Fellows and Advisors in the performance of services in accordance with this Agreement and each Placement Agreement.

14. No Employment Relationship. At all times relevant to this Agreement, the parties, and any affiliates thereof, shall remain contractors independent of one another, and neither party (including representatives and sponsors of that party, the Fellows, or Executive Advisors) shall be deemed an employee, joint venture, or partner of the other. Neither party has the authority to bind the other and no employee, agent, sponsor, nor other representative of either party shall at any time be deemed to be under the joint control or authority of the other party, or under the joint control of both parties. Neither party shall have the right to control the other party; however, FUSE and the City mutually agree as to the objectives and the scope of the placements, as set forth in this Agreement and each applicable Attachment 1. Each party shall be solely responsible for the payment of its own federal, state, and local income taxes, as well as any Social Security ("FICA") and unemployment ("FUTA") taxes that party may owe. FUSE

and the Fellow shall not be entitled to, and shall not seek any benefits made available to the City's employees, including, but not limited to: group health insurance (including dental, vision, and any other enhancements from time to time), disability insurance, group term life insurance, workers' compensation, participation in any retirement plan for the City's employees, a salary reduction plan for certain child care and medical care costs, or training programs.

15. Indemnity. FUSE shall defend, indemnify and hold harmless CITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by FUSE's officers, employees, FELLOWS, or agents. The acceptance of said services and duties by CITY shall not operate as a waiver of such right of indemnification.

16. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. Neither of the parties hereto shall assign its rights nor delegate its duties hereunder without the prior written consent of the other party.

(b) CITY and FUSE agree that the law governing this AGREEMENT shall be that of the State of California.

(c) FUSE shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Without limiting the generality of the preceding sentence, FUSE shall comply with the provisions of CITY's Business Tax Ordinance in Chapter 4.76 of the San José Municipal Code.

(d) In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.

(e) All notices hereunder shall be in writing and delivered in a manner described in this subsection. Such notices shall be deemed to have been given either: (i) when personally delivered; (ii) three (3) business days after mailing, postage prepaid, by certified mail; (iii) when delivered (and receipted for) by an overnight delivery service; or when first sent by email, telex, or other means of instantaneous communication provided such communication is promptly confirmed by personal delivery, mail or an overnight delivery service as provided above, addressed in each case to the principal place of business of the recipient. Either party may change the address for the giving of notices and communications to it by written notice to the other party in conformity with the foregoing.

(f) The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications shall be given are as follows:

(i) The representative of the City shall be, unless otherwise stated in the agreements specific to each Fellow or Advisor:

Name: Dolan Beckel
Title: Director, Office of Civic Innovation and Digital Strategy
Address: 200 E. Santa Clara St.
City, State. Zip: San Jose, CA 95113
Telephone: 408-535-8260
Email: dolan.beckel@sanjoseca.gov

(ii) The representative of FUSE shall be:

James Weinberg
Chief Executive Officer
235 Montgomery Street, Suite 1110
San Francisco, California 94104
Email: james@fusecorps.org

(g) No failure of any party to insist on strict compliance with any provision of this Agreement shall be deemed a waiver of such provision. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

(h) This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement contains the sole and entire agreement among the parties with respect to the matters covered hereby. This Agreement shall not be altered or amended except by an instrument in writing signed by the parties hereto.

(i) The headings as to contents of particular sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not be construed as a part of this Agreement.

(j) This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles.

(i) In any action arising out of this Agreement, FUSE consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Santa Clara.

(ii) If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby.

(k) FUSE is acting hereunder as an independent contractor and not as an agent or employee of the City. FUSE shall not represent or otherwise hold out itself or any of its

Fellows, directors, officers, partners, employees, or agents to be an agent or employee of the City.

(l) FUSE represents and warrants that, to its knowledge, FUSE's performance of its obligations under this Agreement does not infringe upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

17. Termination.

(a) CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

(b) If FUSE fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

(c) CITY's City Manager or his designee is empowered to terminate this AGREEMENT on behalf of CITY.

(d) In the event of termination, FUSE shall deliver to CITY copies of all reports, documents, and other work performed by FUSE under this AGREEMENT, and upon receipt thereof, CITY shall pay FUSE for services performed and reimbursable expenses incurred to the date of termination.

18. Ownership and License.

(a) Unless otherwise provided for herein, all Work Products (as defined below) originated and prepared by FUSE for the City, its Fellows, Advisors or its subcontractors under this Agreement for the City shall be and remain the exclusive property of the City. "Work Products" are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. FUSE hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by FUSE, its Fellows, Advisors or its subcontractors for the City under this Agreement. FUSE further agrees to execute any documents reasonably necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

(b) FUSE, its Fellows, and its subcontractors shall not provide or disclose any Work Product to any third party without prior written consent of the City.

(c) Any subcontract entered into by FUSE relating to this Agreement, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement to contractually bind or otherwise oblige its subcontractors performing work under

this Agreement such that the City's ownership and license rights of all Work Products are preserved and protected as intended herein.

19. Insurance. FUSE agrees to have and maintain the policies set forth in EXHIBIT A, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Director of Finance or the Director's authorized designee ("Risk Manager") of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. FUSE agrees to provide CITY with a copy of said policies, certificates and/or endorsements before work commences under this AGREEMENT.

20. Americans With Disabilities Act. FUSE and the City hereby certify that each will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. FUSE and the City will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. Neither FUSE nor the City will discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by FUSE, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

21. Nondiscrimination. FUSE shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

22. Environmentally Preferable Procurement Policy.

FUSE agrees that, in the performance of this Agreement, FUSE shall perform its obligations under the agreement in conformance with City Council Policy 4-6, Environmentally Preferable Procurement Policy. A description for environmentally preferable procurement and the Policy can be found on the CITY'S website at the following link:
<http://www.sanjoseca.gov/?nid=1774>.

Environmental procurement policies and activities related to the completion of work will include wherever practicable, but are not limited to:

- (a) Use of recycled and/or recyclable products in daily operations (i.e. 30, 50, 100% PCW paper, chlorine process free; triclosan free hand cleaner, etc.)
- (b) Use of Energy Star Compliant equipment.
- (c) Vehicles and vehicle operations (i.e. Alternative Fuel, Hybrid, etc.)
- (d) Internal waste reduction and reuse protocol(s).

(e) Water and resource conservation activities within facilities, including bans on individual serving bottled water and the use of compostable food service products, etc.

23. Confidential Information. All data, documents, discussions or other information developed or received by or for FUSE in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by CITY, or as required by law.

24. Waiver. FUSE agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by FUSE shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

25. FUSE'S Books and Records.

(a) FUSE shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to FUSE pursuant to this AGREEMENT.

(b) FUSE shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

(c) Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to CITY, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at FUSE's address indicated for receipt of notices in this AGREEMENT. FUSE acknowledges that under certain circumstances specified in California Government Code Section 8546.7, this AGREEMENT (if it involves an expenditure of \$10,000 or more of public funds) may be subject to examination and audit by the Auditor of the State of California pursuant to California Government Code Section 8546.7.

(d) Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of FUSE's business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to CITY and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by FUSE, FUSE's representatives, or FUSE's successor-in-interest.

26. Conflict of Interest. FUSE and its FELLOWS shall avoid all conflict of interest or appearance of conflict of interest in performance of this AGREEMENT. FUSE and its FELLOWS assigned to perform services as specified in this AGREEMENT shall file an ASSUMING Office Disclosure Statement of Economic Interests (Form 700) as specified in

EXHIBIT B, entitled “DISCLOSURE STATEMENT”, which is attached hereto and incorporated herein. Such statement shall be filed by FUSE within thirty (30) days of the date of this AGREEMENT and annually thereafter by the first of April. Such statement shall be filed by each FELLOW within thirty (30) of FELLOW’s assignment to CITY. Upon termination of this AGREEMENT, FUSE and its FELLOWS shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700). FUSE and its FELLOWS shall file the Form 700 with CITY’s Clerk and submit a copy to Joe Angelo, Director of Human Resources. In addition to disclosure of financial interests, FUSE and its FELLOWS are also subject to disqualification under the conflicts of interest prohibitions in the Political Reform Act §§ 87100 et seq. and Government Code Section 1090.

27. Gifts.

(a) FUSE is familiar with CITY's prohibition against the acceptance of any gift by a CITY officer or designated employee, which prohibition is found in Chapter 12.08 of the San Jose Municipal Code.

(b) FUSE agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter.

(c) The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this AGREEMENT by FUSE. In addition to any other remedies CITY may have in law or equity, CITY may terminate this AGREEMENT for such breach as provided in SECTION 11 of this AGREEMENT.

28. Disqualification of Former Employees. FUSE is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code (“Revolving Door Ordinance”). FUSE shall not utilize either directly or indirectly any officer, employee, or agent of FUSE to perform services under this AGREEMENT, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

29. Ratification. Due to the need for FUSE’s services to be provided continuously on an ongoing basis, FUSE may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

30. Entire Agreement.

(a) This Agreement contains the full and complete Agreement between the parties, inclusive of this Agreement and the following attachments and exhibits hereto:

Attachment 1: Individual Placement Agreement

Exhibit A: Insurance Requirements

Exhibit B: Disclosure Requirements

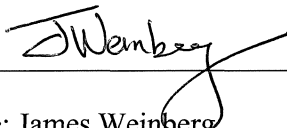
(b) This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

(c) In the event of any inconsistency between the provisions in the body of this Agreement and the attachments and exhibits hereto, the provisions in this Agreement shall prevail.

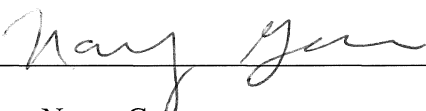
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

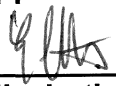
FUSE CORPS

CITY OF SAN JOSE

By: 
Name: James Weinberg
Title: Chief Executive Officer
Date: _____

By: _____
Name: Leland Wilcox
Title: Chief of Staff
Office of the City Manager
Date: _____

By: 
Name: Nancy Gage
Title: President & COO
Date: 3/19/19

Approved as to form
By:  4/4/19
Name: **Elizabeth Klotz**
Title: **Senior Deputy City Attorney**
Date: _____

Attachment 1

FUSE CORPS
INDIVIDUAL PLACEMENT AGREEMENT

Host Agency: <City>, <City Department>
Fellow Reports to: <Fellow's direct report>
Location of Fellowship: <Address of Agency>

General Terms and Conditions between the City and FUSE

The City department executing this Individual Placement Agreement and FUSE Corps (FUSE) acknowledge that the terms and conditions of the Master Placement Agreement, <Contract Number>, apply to the City department and FUSE as it relates to the performance of this Individual Placement Agreement. FUSE and the City department shall notify the <Office Managing the Master Contract> upon execution of this Individual Placement Agreement.

Illustrative Services Provided by FUSE

1. Prior to the start of the fellowship year:

- **Project Development:** Convene meetings with host agency officials to identify project priorities; conduct in-depth interviews with host agency officials to clarify project idea; develop a draft Project Description for review by host agency officials; and conduct rounds of edits as needed to finalize approval of the Description.
- **Recruitment:** Conduct a local and national candidate search, cultivating applicants from various job boards, associations, and networks; respond to inquiries from interested applicants seeking additional information; and manage an online application portal and a candidate management system.
- **Screening:** Review applications to determine the most appropriate next steps for each candidate; conduct an initial phone-screening interview with candidates deemed to be most promising for the role; conduct an additional follow-up video-interview with candidates deemed strong enough to reach the semi-finalist round.
- **Selection:** Select up to three finalists for each project and collect electronic references on those individuals from current and former employers and colleagues; help the City to coordinate logistics for an in-person interview for each of the three finalists with designated host agency officials.
- **On-Boarding:** Place the selected individual under agreement as an independent contractor of FUSE dedicated to the specified project; communicate with both fellow and host agency officials in the weeks leading up to the start of the program year to help prepare all parties for the fellowship.

- **Orientation:** Organize and facilitate a national, in-person orientation for new fellows that is designed to help prepare them for their year of service, introduce them to the program's various tools and techniques, build peer-to-peer connections to help create an interactive 'community of practice' among all fellows and alumni; and cover the costs of travel, accommodations, meals, facilitates, speakers, and expenses for fellow to attend orientation week.

2. During the fellowship year:

- **Coaching:** Pair fellow with an executive coach who will be available to work one-on-one with the fellow during the year.
- **On-Going Support:** Organize and facilitate seminar calls hosted by staff, alumni, industry experts, and others to provide ongoing development and skill building opportunities. Host an online communication platform to allow fellows to regularly ask questions of peers and FUSE staff as they pursue project goals.
- **Project Refinement:** Schedule a call with the fellow, host agency officials, and FUSE staff within the first three months of the project to assess the extent to which any changes may be necessary to the Project Description and designated fellowship project goals.
- **Mid-Year Retreat:** Organize and facilitate a national, in-person mid-year retreat for all fellows that is designed to review progress achieved and lessons learned to date, clarify plans for increasing impact during the second half of the fellowship year, build plans for sustaining the impact of the project following the conclusion of the fellowship, and continue to foster interactive 'community of practice' among all current fellows and alumni; and cover the costs of travel, accommodations, meals, facilitates, speakers, and expenses for fellow to attend the mid-year retreat.
- **Status Checks:** Check-in with fellows and host agency officials periodically throughout the term of the fellowship to ensure that the fellowship is on track to achieve its stated goals; conduct a formal survey of fellows and host agency officials at both the mid-year point and at the end of the fellowship year to determine progress achieved and lessons learned to date.

Fellowship Project Description:

<Insert summary of the fellowship's specific project and deliverables here>

Fellow Support provided by the Placement:

The <General Manager of City Department> and his/her staff will facilitate introductions and meetings with key staff within the City as well as elected officials as appropriate.

Executive Sponsor: The Executive Sponsor is a high-ranking member of the agency's management team. He or she is the visible champion of the project within the agency and is the ultimate decision maker, with final approval on all phases, deliverables and scope changes. The Executive Sponsor will help ensure that this project achieves its full potential for impact. The designated Executive Sponsor for this project is <Name and Title>.

Project Supervisor: The Project Supervisor is the day-to-day driver of the project and will work directly with the fellow to oversee progress toward goals. He or she will introduce the fellow to key stakeholders, resolve conflicts and remove obstacles that may occur during project work, and will sign off on approvals needed to advance each phase. The designated Project Supervisor for this project is <Name and Title>.

The City agrees to provide the Fellow with a dedicated workspace, a telephone, a computer, internet access, security access as appropriate, office supplies, and any other physical resources related to performance of the fellowship.

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

The <City Department> will provide no stipend to the Fellow in addition to that provided by FUSE.

During a Fellow's appointment, the City, at its sole discretion, may authorize and pay for all reasonable project-related expenses incurred by such Fellow in connection with the performance of services pursuant to the Placement Agreement for such Fellow including, without limitation, business expenses, travel expenses, and office supplies, all in accordance with the City's applicable policies and procedures.

The <City Department> will have no financial obligation for expenses related to duties required by FUSE, such as travel by the Fellow to FUSE trainings or events.

Financial Commitment Between the City and FUSE as it Relates to the Individual Placement for FUSE Fellow for the Period Effective <Cycle Start Date>

By executing this Individual Placement Agreement, the <City Department> notifies FUSE that the <City Department> has appropriated sufficient funds and taken all necessary steps to commit to the Placement and Funding Structure below. FUSE will submit invoices directly to the <City Department> for the two amounts listed below, the amount and timing of which are set forth for all departments in the City's Master Contract with FUSE.

Timeline	Placement and Funding Structure
Date	Agreement between FUSE and City Department to host a fellow in the upcoming program year
Date	Payment of initial half of \$150,000 total fee is due (\$75,000)
Date	Fellows' first official day working onsite
Date	Payment of second half of \$150,000 total fee is due (\$75,000)
Date	Final day of work for Fellow

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

FUSE CORPS

CITY

By: _____

By: _____

Name: James Weinberg

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Name: Nancy Gage

Name: _____

Title: President & COO

Title: _____

Date: _____

Date: _____

Exhibit A

INSURANCE

CONSULTANT, at CONSULTANT's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Professional Liability Errors & Omissions for all professional services.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident; and

4. Professional Liability Errors & Omissions \$1,000,000 per occurrence/ aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, employees, agents and contractors; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The City of San Jose, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT; and automobiles owned, leased, hired or borrowed by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.
 - b. CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
 - d. Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the City, its officers, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San Jose, its officers, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

CONSULTANT shall furnish CITY with certificates of insurance and with original endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be either emailed in pdf format to : Riskmgmt@sanjoseca.gov, or mailed to the following postal address or any subsequent address as may be directed in writing by the Risk Manager:

City of San Jose – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

G. Subcontractors

CONSULTANT shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Exhibit B
DISCLOSURE STATEMENT

CONSULTANT and each FELLOW assigned to CITY shall file with City Clerk a disclosure statement (Statement of Economic Interests -- Form 700) which includes disclosure of the following:

- 1. Schedule A - 1 -- Investments.**
- 2. Schedule A - 2 -- Investments, Income and Assets of Business Entities/Trusts.**
- 3. Schedule B -- Interests in Real Property.**
- 4. Schedule C -- Income and Business Positions.**
- 5. Schedule D -- Income - Loans.**
- 6. Schedule E -- Income - Gifts.**
- 7. Schedule F -- Income - Gifts; Travel Payments, Advances and Reimbursements.**

