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CLERK OF THE BOARD  
ORANGE COUNTY  
BOARD OF SUPERVISORS

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RECEIVED

## MEMORANDUM

**To:** Members of the Board of Supervisors  
County Executive Officer  
Clerk of the Board

**From:** John M.W. Moorlach, Vice Chairman, Orange County Board of Supervisors

**Date:** July 15, 2011

**Re:** Supplemental Agenda Item: Hiring Chief Strategy Officer for Ending Homelessness  
2020 Board

*Bill Capitul*

At the December 14, 2010 Board of Supervisors meeting, the Board requested that the Ending Homelessness 2020 Board return to the Board of Supervisors with its proposed Executive Director (now termed Chief Strategy Officer) as a condition for supporting the position with \$75,000.

Since early this year, the Ending Homelessness 2020 Board, in conjunction with OC Partnership, has searched diligently to find its Chief Strategy Officer. After two extensive Request for Qualifications and interview processes based on the Ending Homelessness 2020 Board's qualifications and requirements, I am pleased to introduce Steven Kight as the proposed candidate for the position.

I have attached Mr. Kight's cover letter and résumé for your review, as well as the job description posted by OC Partnership, which was developed by the ad-hoc Ending Homelessness 2020 Executive Director Committee.

Sincerely,

*John M. Moorlach*  
John M. W. Moorlach  
Supervisor, Second District

*Orange County Board of Supervisors, 2<sup>nd</sup> District*



## **Position Recruitment for OC Partnership Chief Strategy Officer (CSO)**

**Description of Organization:** OC Partnership exists to strengthen the network of public and private agencies serving the homeless and those at risk of homelessness. The Partnership provides technical assistance and administration of the countywide Homeless Management Information System (HMIS) to homeless service providers.

**Organization's Website:** [www.ocpartnership.net](http://www.ocpartnership.net)

**Job Title:** Chief Strategy Officer

**Job Description:** Under the direction of the Ending Homelessness 2020 Board of Directors the Chief Strategy Office, will serve as the Executive Director and is responsible for leading and directing implementation of the County's 10 Year Plan to End Homelessness ( The Plan). The Chief Strategy Officer will provide collaborative leadership to build successful partnerships with the Board, public and private stakeholders, to realize the intended outcomes of The Plan. To learn more about the County's 10 Year Plan to End homelessness , please see the attached link:  
[http://www.ocgov.com/vgnfiles/ocgov/OCCS%20%20Housing/Docs/10YrPlan\\_Homeless\\_Prevention.pdf](http://www.ocgov.com/vgnfiles/ocgov/OCCS%20%20Housing/Docs/10YrPlan_Homeless_Prevention.pdf)

**Essential Job Functions:**

**Plan Leadership and Implementation:**  
The Chief Strategy Officer/ Executive Director will be a catalyst to further develop and implement the strategies to end homelessness in Orange County as outlined in the Plan. The Chief Strategy Officer/ Executive Director will promote the Plan implementation through education of key stakeholders and community representatives and development of partnerships to ensure the success of the Plan. Proposers should understand and be ready to achieve the first year Plan milestones and establish a reporting system to ensure accountability and achievement of all targeted milestones.

**Board Leadership and Management:**  
The Chief Strategy Officer/Executive Director will be responsible for leading and advising the Board and managing its operations under the oversight of the Chair. This includes the strategic management role of organizing regular Board meetings, developing agendas, and connecting the work of Implementation and/or Ad Hoc Groups to achieve the Plan's implementation.

**Fundraising and Development:**  
Chief Strategy Officer/ Executive Director will fundraise a minimum of \$150,000 during the first year from any combination of public, private,



and/or foundation funds. The Chief Strategy Officer/Executive Director will be responsible for developing a diverse and growing base of support for implementation of the Plan.

**Desirable Qualifications:** Leadership- must demonstrate capacity to creating a system that can achieve desired outcomes, implement programs and policies and evaluate their results.

Fund Development- should have a successful track record in fund development and developing a diverse funding base.

Communication- demonstrate the capacity to explain, advocate, and express facts and ideas in a convincing manner and to negotiate with individuals and stakeholders internally and externally.

Innovate and Network- demonstrates the capacity to create solutions and that engage a diverse stakeholder group.

Analytical- must have data analysis skills, a system wide perspective, and the ability to quantify Board direction and Plan goals into measureable outcomes and achieve those outcomes. Successful candidate will have the ability to leverage and expand data resources to inform and support the Board's decision-making.

Knowledge- have knowledge of federal, state, and local government health and human service programs, especially those in the area of addressing the needs of the homeless population. Experience within the arena of homeless advocacy, shelter services, low income, or emergency housing is desirable.

**Education and Experience:** Attainment of a MA or other equivalent advanced degree in a related field and/or five years of experience, including supervisory responsibilities, community collaboration building, fund development, project management, information systems and technology, contract administration and negotiation, and fiscal management.

The selected candidate will be required to perform duties outside of normal business hours. Position requires local travel throughout Southern California. Relocation assistance will not be provided. We are an Equal Opportunity Employer.

Please submit a cover letter that includes a brief summary of "your vision" for the implementation of the 10 year plan to end homelessness in Orange County, your salary history, and resume.

Attn: OC Partnership- CSO Recruitment  
Email: [jobs@ocpartnership.net](mailto:jobs@ocpartnership.net) or FAX: 714.566.6440

## Stephen W Kight

Dear OC Partnership,

Please accept this letter and the accompanying resume as an expression of interest in the position of Chief Strategy Officer. I am enthusiastic about the opportunity to bring experience in both for-profit and non-profit industries to work on helping develop a sustainable solution to the issue of homelessness in Orange County.

As evidenced in the attached resume I have an ability to work collaboratively with a team to establish a creative, strategic vision that is guided by critical analysis and a clear focus on objective achievement.

The implementation of the Ten Year Plan to End Homelessness is an unprecedented opportunity to bring together diverse stakeholders to solve the problem of homelessness in Orange County. Throughout my career I have demonstrated a capability to bring together diverse groups to share a vision and achieve an objective.

Successful development and implementation of the strategies outlined in the Plan will require many agencies to modify the way they do business. This type of change can be challenging and requires leadership with clear communications, open dialogue and able to build strong relationships. However the goals of the Plan must always be paramount.

Private funders will be central in creating a sustainable system. These funders will require more than an inspiring vision, they will also need a viable plan that contains specific objectives, milestones with timelines and reportable outcomes. Homelessness has, unfortunately, in the past several years become more of an issue and now is the time to bring a breakthrough plan to those leaders that want to be part of a lasting solution in Orange County.

My current salary at Families Forward is \$----- per year. Compensation in the for-profit industry was considerably higher, however that history is not relevant to positions in the non-profit industry.

I appreciate your consideration of this application and look forward to discussing the position with you in more detail.

Regards,

Steve Kight

# Stephen W. Kight

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## Professional Experience

**Families Forward - Irvine, California** **2006 - Present**

**Director, Strategic Planning and Business Development**

*Responsible for developing business, fund development and program strategy. In conjunction with Executive Director, works directly with the board of directors and sits on all board sub committees.*

**Key Achievements**

- Worked with Executive Director and board president on upgrading the board resulting in 5 new board members with corporate or professional experience.
- Developed and implemented strategic plan that helped the agency grow capacity from 15 housing units in 2006 to 53 housing units in 2010.
- Restructured organization to support fourfold increase in services 2006-2010 while only increasing full-time staff by one.
- Families Forward budget increased from \$2.6M in 2006 to \$3.3M in 2010.
- Helped develop “rapid re-housing” program combining public and private support to house homeless families in Irvine Company and other local apartment communities.

**Discovery Science Center – Santa Ana, California** **2005 – 2006**  
**Development Officer/Business Strategy**

*Assisted with the development of strategic plans, marketing communications, business process improvements and new ways to increase earned and contributed income.*

**Key Achievements:**

- Led planning process for membership program improvements that have resulted in 50% increase in membership volume and \$150,000 increase in revenue.
- Developed a partnership with Jet Propulsion Laboratory, leading to the installation of permanent exhibits and special programs at DSC to promote space science education.

**Menard Engineering Limited- Oxford, England** **2002 – 2004**  
**Interim CEO**

*Formerly TWR Engineering, an automotive engineering firm specializing in design, engineering and production of vehicles for auto manufacturers world wide. Responsible for all aspects of achieving turn-around after acquisition of organization: strategic planning, product development, sales and marketing, cost controls and technological development.*

**Key Achievements:**

- On behalf of US investor, successfully directed international project team through due diligence, negotiation and final purchase of UK-based TWR Engineering. Resulting purchase price was significantly below asset market value.
- Created new marketing and sales strategy that led to four new contracts worth over \$15M including first contract outside traditional automotive market.
- Restructured company to improve efficiency and reduced costs by 38% through reduction of management layers, consolidation of multiple UK locations, reduced operating costs and improved use of technology.

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Professional Experience, Continued

**Alleanza Marketing – Indianapolis, IN****2002 –2003****Partner***Marketing company with \$3.5M annual sales and staff of 15.*

## Key Achievements:

- Responsible for business development effort which led to Red Bull North America becoming client, resulting in fourfold increase in revenues and Company's first annual profit.
- Created innovative, high impact college marketing program for Red Bull which exceeded goals and was extended to all U.S. major markets.

**Nissan North America – Los Angeles, CA****1989 – 2002****Director, Marketing Infiniti Division***Responsible for marketing and product strategy for Infiniti Division of Nissan North America: brand strategy, marketing communications, product and pricing strategy, consumer research, sales forecasts and achievement of model line sales and profit objectives.*

## Key Achievements:

- Lead marketing team to develop turn-around plan for Nissan's Infiniti Division, developed new product and marketing strategy leading to introduction of highly profitable G35 and FX45 models.
- Directed multiple marketing agencies in creating innovative, integrated marketing to support new Infiniti brand initiative.
- Reorganized Nissan and Infiniti marketing departments adding pricing, incentive and merchandising functions which led to 12% reduction in incentives and 5% reduction in marketing costs while improving marketing metrics.
- Led the team which developed marketing positioning, naming and communication strategy for the Nissan Xterra.

**Early Career****Checkfree Corporation - Columbus, OH****1986 - 1989****Director, Sales and Marketing***Start-up company in the emerging electronic funds industry. Responsible for all sales and marketing; grew business successfully by developing targeted, cost-effective sales strategy which was critical in low-margin business. Sales success spurred growth of the company from 15 employees to over 100 in 18 months..***Midwestern VW/Volkswagen of America - Auburn Hills, MI****1973 – 1986***Traditional progression from retail dealership, district sales manager, regional market representation manager, national market representation manager and national sales operations manager for Audi.***Education: Bachelor of Science - Marketing and Management - Miami University**

**Attachment A: Contract With Children & Families**  
**Commission of Orange County**

**CONTRACT FOR DELIVERY OF TEN-YEAR PLAN EXECUTIVE DIRECTOR SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
CHILDREN & FAMILIES COMMISSION OF ORANGE COUNTY**

**CONTRACT**

This Contract, hereinafter referred to as ("Contract"), for professional services to obtain the services of an Executive Director for implementation of the "Ten-Year Plan to End Homelessness" (Ten-Year Plan), made and entered into as of the date fully executed by and between the Children & Families Commission of Orange County, with a place of business at 17320 Redhill Avenue, Suite 200, Irvine, CA 92614, (hereinafter referred to as "Commission"), and the County of Orange, a political subdivision of the State of California, (hereinafter referred to as "County") which each may be referred to individually as "Party" or collectively as "Parties". This Agreement shall be administered for the Commission by the Executive Director of Commission or his/her authorized designee ("Administrator").

**RECITALS**

WHEREAS, the County Board of Supervisors approved the draft Ten-Year Plan, which calls for a full-time Ten-Year Plan Executive Director to facilitate the implementation of the Ten-Year Plan in conjunction with the Ending Homelessness 2020 Board; and

WHEREAS, Commission desires to enter into this Contract with County for the purposes of Commission procuring the services of the Ten-Year Plan Executive Director.

NOW, THEREFORE, the Parties mutually agree as follows:

**ARTICLES**

1. **Scope of Services:** The Scope of Services for this Contract is attached hereto as Attachment A.
2. **Term of Contract:** The term of this Contract shall commence on or about December 14, 2010 and terminate on December 13, 2011, unless earlier terminated pursuant to the provisions of Section 13 of this Contract. Director OC Community Resources or designee and Commission's Administrator or designee may mutually agree in writing to renew the term of this Contract for one additional one-year term, provided that Commission's Maximum Payment Obligation under this Contract does not increase as a result
3. **Compensation:** The compensation, as described in Attachment B "Schedule of Compensation", which attached hereto and fully incorporated by reference, of County to Commission under this Contract shall be Seventy Five Thousand Dollars (\$75,000) or the actual reasonable cost incurred and paid for the performance of services of the Ten-Year Plan Executive Director, whichever is less.
4. **Project Administration:** The Commission's Administrator shall serve as the Commission's Project Manager and shall direct the efforts in fulfilling the Commission's obligations under the Contract.

County shall appoint a Project Manager who will act as liaison between the County and the Commission during the term of this Agreement; said Project Manager shall coordinate the activities of the County staff assigned to work with the Commission.

Commission's Administrator and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines and milestones. Key personnel are those individuals who report directly to the Commission's Administrator for tasks and services in support of the requirements of this Contract.

5. **Reports/Meetings:** The County's Project Manager and the Commission's Administrator will meet on reasonable notice to discuss the Commission's performance and progress under this Contract. If requested, the Commission's Administrator and other project personnel shall attend meetings. The Commission's Administrator shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.
6. **Audit/Inspections:** The Commission agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Commission for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Commission's records before final payment is made.

Commission agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.

Commission agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Commission agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Commission cease to exist as a legal entity, the Commission's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's Project Manager.

7. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

8. **Entire Contract:** This Contract, including Attachments A, B, and Exhibit I represent the entire agreement between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the Parties unless authorized by County's Project Manager and the Commission's Administrator in writing.
  
9. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties. Notwithstanding anything to the contrary, County's Project Manager and Commission's Administrator may mutually agree in writing to make revisions to the activities, tasks, deliverables and/or performance timeframes specified in the Scope of Services in Attachment A; provided however, that none of these revisions alter the overall goals and basic purpose of the Contract, and provided these changes do not increase either Parties' maximum compensation.
  
10. **Delivery:** Time is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services not conforming to the prescribed Scope of Services. Acceptance of any part of the services shall not bind County to accept future services.
  
11. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Commission shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Commission warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Commission agrees that, in accordance with the more specific requirement contained in paragraph 21 below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
  
12. **Non-Discrimination:** In the performance of this Contract, Commission agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any Sub-CFCs to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Commission acknowledges that a violation of this provision shall subject Commission to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
  
13. **Termination:** In addition to any other remedies or rights it may have by law, either Party has the right to terminate this Contract without penalty immediately with or without cause or after 30 days' written notice.
  
14. **Consent To Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
  
16. **Independent Contractor:** The Commission and The Ten-Year Plan Executive Director engaged by Commission to perform services as described in this Contract shall be considered Independent Contractors, and neither the Commission or Ten-Year Plan Executive Director, its employees, nor anyone working under the Commission or Ten-Year Plan Executive Director shall be considered an agent or an employee of County. Neither the Commission or Ten-Year Plan Executive Director, its employees, nor anyone working under the Commission or Ten-Year Plan Executive Director, shall qualify for workers' compensation or other fringe benefits of any kind through County.
  
17. **Performance:** Commission shall ensure the Ten-Year Plan Executive Director performs all work under this Contract, taking all necessary steps and precautions to perform the work to County's satisfaction. Commission shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Commission under this Contract. Commission shall ensure the Ten-Year Plan Executive Director performs all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work.

**18. Indemnification and Insurance:**

**Indemnification Provisions:** Commission agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Commission pursuant to this Contract, If judgment is entered against Commission and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Commission and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

**Insurance Provisions:**

Prior to the provisions of services under this Contract, the Commission agrees to deposit with the County a Certificate of Insurance, including all endorsements required herein, to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificate therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All insurance policies required by this contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Commission fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

**Qualified Insurer**

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States** or **ambest.com** shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The insurance maintained by the Commission shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and Contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

The County shall be added as an additional insured on the insurance policies required by this Contract with respect to work done by the Commission under the terms of this Contract (except Workers' Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

Commission's insurance shall be primary insurance, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by Commission's insurance. An endorsement evidencing that the contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance.

All insurance policies required by this Contract shall waive all rights of subrogation against the County and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

Commission shall provide insurance certificates and endorsements within seven (7) days of notification by the agency/department.

County expressly retains the right to require Commission to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Commission in writing of changes in the insurance requirements. If Commission does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Commission, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Commission's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

19. **Force Majeure:** Commission shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Commission gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Commission avails itself of any available remedies.
20. **Confidentiality:** Commission agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Commission and Commission's staff, agents and employees.
21. **Compliance with Laws:** Commission represents and warrants that services to be provided under this Contract shall fully comply, at Commission's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Commission acknowledges that County is relying on Commission to ensure such compliance, and pursuant to the requirements of paragraph 18 above, Commission agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
22. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advise of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

23. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
24. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
25. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
26. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
27. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
28. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed, and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
29. **Employee Eligibility Verification:** The Commission warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Commission shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Commission shall retain all such documentation for all covered employees for the period prescribed by the law. The Commission shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Commission or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

30. **Ownership of Documents:** County has exclusive permanent ownership of all direct, connected and derivative materials produced for this Contract by Commission. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the exclusive permanent property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the without the express written consent of the County. All County Employees Workers' Compensation claim files remain the exclusive and permanent property of the County of Orange.
31. **Authorization Warranty:** The Commission represents and warrants that the person executing this Contract on behalf of and for the Commission is an authorized agent who has actual authority to bind the Commission to each and every term, condition and obligation of this Contract and that all requirements of the Commission have been fulfilled to provide such actual authority.
32. **Title To Data:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Commission in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Commission after completion or termination of this Contract. All materials, documents, data or information, including any copies, and all County Employees Workers' Compensation claim files, must be returned to the County at the end of this Contract.
33. **Confidentiality of Commission's Records:** Commission agrees to maintain the confidentiality of its records pursuant to all statutory laws relating to privacy and confidentiality as now in existence or as hereafter amended or changed. All records and information concerning any and all matters referred to the Commission by the County shall be considered and kept confidential by the Commission and the Commission's officers, employees, agents, sub-CFCs, and sub-tiers. Information obtained by the Commission in the performance of this Contract shall be treated as strictly confidential and shall not be used by the Commission for any purpose other than the performance of this Contract.
34. **Responsibility of Commission:** The Commission shall be responsible for the professional quality, technical assurance, timely completion and coordination of all reports, documentation, and services furnished by the Commission under this Contract. The Commission shall perform such services as may be necessary to accomplish the work required to be performed under and in accordance with this Contract. The Commission shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A, Scope of Services.
35. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the routine exchange of information and cooperation between the Commission's Administrator and the County's Project Manager during the term of the work and services, and shall be deemed to have been duly given (a) upon actual in-person delivery, if delivery is by direct hand; or (b) upon delivery agreed to as the actual day of receipt or no grater than four calendar days after being mailed (the date of mailing shall count as the first day), whichever occurs first by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the appropriate Party at the following address or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid:

Contractor: Children & Families Commission of Orange County  
Attn: Kim Goll  
17320 Redhill Avenue, Suite 200  
Irvine, CA 92614  
Phone: 714.834.5310  
Fax: 949.474.2243  
E-mail: kim.goll@cfcoc.ocgov.com

County: County of Orange  
OC Community Services  
Attn: Kelly Lupro,  
1770 N. Broadway, 4th Floor  
Santa Ana, CA 92706  
Phone: 714.480.2744  
Fax: 714.480.2803  
E-mail: [Kelly.Lupro@occr.ocgov.com](mailto:Kelly.Lupro@occr.ocgov.com)

36. **News and Information Release:** Commission agrees that it will not issue any news release, announcements, sales brochures, or professional business references in connection with either the award of this Contract, or any subsequent amendment of or effort under this Contract, without first obtaining review and approval of said news release from the County through the County Project Manager.
37. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Commission shall not, during the period of this Contract, employ any County employee for any purpose.
38. **Conflict of Interest – Commission’s Personnel:** The Commission shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Commission; the Commission’s employees, agents, and relatives; sub-tier CFCs; and third parties associated with accomplishing work and services hereunder. The Commission’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
39. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty to the County.
40. **Validity:** The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.
41. **Child Support Enforcement Requirements:** Failure of the Commission to timely submit the data and/or certifications required may result in the Contract not being executed. In the event a Contract has been issued, failure of the Commission to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings

Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

42. **Counterparts.** This Contract may be executed in several counterparts, all of which shall constitute the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

**CONTRACT SIGNATURE PAGE**

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**Children and Families Commission of Orange County**

\_\_\_\_\_  
Michael M. Ruane, Executive Director

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
Terry C. Andrus, Commission Counsel

**County of Orange, a political subdivision of the State of California**

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

APPROVED AS TO FORM:

County Counsel  
Orange County, California

By: *Ron E. Fletcher*  
Deputy

Date: 11/23/10

**ATTACHMENT A  
SCOPE OF SERVICES  
TEN-YEAR PLAN TO END HOMELESSNESS-EXECUTIVE DIRECTOR**

The County of Orange Ten-Year Plan to End Homelessness calls for a full-time Executive Director position to implement the Ten-Year Plan in conjunction with the Ending Homelessness 2020 Board (2020 Board). Commission shall recruit, hire, house, compensate and report activities of the Ten-Year Plan Executive Director. The purpose of the 2020 Board is for County government, city government, private foundations, advocacy groups, community organizations, and other interested stakeholders to work collaboratively and provide strategic leadership to promote best practices, monitor outcomes, and report results on the success of the Ten-Year Plan.

**Recruitment**

- 1) Within 30 days of execution of this Contract, Commission shall develop a draft recruitment plan (the "Plan") for the Ten-Year Plan Executive Director and deliver the plan to the County for review and approval. The recruitment process shall include the participation of the 2020 Board and the Funder's Roundtable.
  
- 2) Within 75 days of execution of this Contract, Commission shall, if the recruitment process results in the identification of an appropriate Ten-Year Plan Executive Director candidate, contract with an individual, as an independent contractor, to perform services as the Ten-Year Plan Executive Director of the 2020 Board, primarily for the purpose of implementing the Ten-Year Plan to End Homelessness. Commission shall have full discretion with respect to hiring the Ten-Year Plan Executive Director, provided however, that the Ten-Year Plan Executive Director must, at a minimum, (a) be an independent contractor selected through the recruitment process approved by the County, (b) provide full time services towards implementing the Ten-Year Plan, (3) have compensation, as negotiated between Commission and the Ten-Year Plan Executive Director which total cost does not exceed \$150,000 per year.

**Duties of Ten-Year Plan Executive Director**

- 3) Commission shall develop a scope of services for the Ten-Year Plan Executive Director to include, but not be limited to the following:
  - a) Duties –
    - i) Support the 2020 Board's efforts in providing strategic leadership in implementing the Ten-Year Plan.
    - ii) Facilitate Ten-Year Plan implementation through active communication and coordination between the Implementing Groups, which will be formed around each of the goals included in the Ten-Year Plan, and the 2020 Board.
    - iii) Engage and update countywide homeless service groups and other stakeholders on implementation of the Ten-Year Plan.
  
  - b) Reporting Requirements-  
 Ten-Year Plan Executive Director shall provide reports to the entities listed below at minimum on a quarterly basis, but more or less frequently as requested. The County shall review report requirements, including frequency and formatting. The Ten-Year Plan Executive Director shall provide reports to Commission and the County for review and comment prior to distribution.

Quarterly reports, with the exception of the Grand Jury report, are to be provided, at minimum, to the following entities:

- i) County (County report to also include report on affordable housing production)
- ii) 2020 Board
- iii) Board of Supervisors

- iv) Grand Jury (Annual)
- v) Implementing Groups
  
- c) Goals and Milestones-  
Ten-Year Plan Executive Director shall set benchmarks/milestones for achieving the goals of the Ten-Year Plan within a ten-year period. The benchmarks/milestones are to be reviewed/approved by the Implementation Groups and 2020 Board and a timeline for achieving benchmarks/milestones shall be developed to measure whether progress is being made towards accomplishing the goals and ending homelessness. Ten-Year Plan Executive Director shall report on benchmarks/milestones as part of reporting requirements.
  
- d) Implementation Groups-  
Ten-Year Plan Executive Director shall provide milestones and general oversight to the Implementation Groups.
  
- e) Avoidance of Conflicts-  
Scope shall contain a clause that Ten-Year Plan Executive Director shall work exclusively on support of Ten-Year Plan to End Homelessness.
  
- f) Termination-  
Scope shall contain a provision for termination of the Ten-Year Plan Executive Director by Commission at direction of the County or other funders with or without cause after notification has been given to all parties prior to termination.

Performance and Oversight

- 4) Commission will provide management and oversight for Ten-Year Plan Executive Director including provision of office space and equipment necessary for the position.
  
- 5) Commission will provide periodic reports to the County on the performance of the Ten-Year Plan Executive Director and progress towards Ten-Year plan implementation.

**ATTACHMENT B  
SCHEDULE OF COMPENSATION**

1. **Payment:** This is an all-inclusive, firm, fixed payment Contract in the amount not to exceed **\$75,000** for the term of this Contract.
  
2. **Payment Schedule and Terms:** Within 45 days of the approval of this Contract by the County Board of Supervisors, the County will pay \$75,000 to Commission. All monies paid by the County under this Contract will be used solely and exclusively by Commission for the payment of the compensation of the Ten-Year Plan Executive Director. In no event will the County pay any amount in excess of \$75,000 to Commission under this Contract, irrespective of the total compensation agreed upon between Commission and the Ten-Year Plan Executive Director.
  
3. **Proration of County Contribution for Partial Fiscal Year:** In the event either (a) the Ten-Year Plan Executive Director is hired by Commission after the effective date of this contract or (b) is terminated during such contract year, then the County's payment under this Contract shall be prorated for the total number of days the Ten-Year Plan Executive Director was hired during such contract year, against the total number of days in such contract year. If, at the end of any contract year, there remains a portion of the County's payment hereunder that has not been expended, such amount, at the County's direction, will either be (i) paid to the County or (ii) used to reduce the County's payment for the subsequent fiscal year.
  
4. **Equal Application of Payments:** The Parties acknowledge that it is intended that the County's payment under this Contract will be matched either by Commission or other sources. In the event that the County payment is matched by a source other than Commission, County payments under this Contract and payments by any other source will be deemed to be drawn equally for the payment of the Ten-Year Plan Executive Director. If no matching sources are available for any period, the County may choose to continue to pay for services until matching sources become available.
  
5. **Payment Notification:** All notices regarding County payments under this Contract shall be submitted to:

County of Orange  
OC Community Services  
Attn: Kelly Lupro  
1770 N. Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706

**EXHIBIT I**

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENT**

Commission is required to comply with child support enforcement requirements of the County of Orange, within 30 days of award of contract. The Commission must furnish to the contract administrator, or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of an individual doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the Commission has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Commission has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Commission to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County may constitute grounds for termination of the contract.

*"I certify that the Children & Families Commission of Orange County is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract # \_\_\_\_\_ with the County of Orange.*

*I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

\_\_\_\_\_  
Signature Name (Please Print)

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contract Number Amount

\*Two signatures required if a corporation

A. In the case of an individual, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

B. In the case of an individual doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)