



OCCR/HRC 2017
 OC Human Relations Council
 County Operations Center
 1300 S. Grand Avenue, Building B, 1st Floor
 Santa Ana, CA 92705

LICENSE

THIS LICENSE (“**License**”) is made and entered into on _____, 2017 (“**Effective Date**”) by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter referred to as “**COUNTY**”), and ORANGE COUNTY HUMAN RELATIONS COUNCIL, a California nonprofit corporation (hereinafter referred to as “**LICENSEE**”), without regard to number and gender. The term “**COUNTY**” shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative. COUNTY and LICENSEE may sometimes be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

- I. WHEREAS, COUNTY and LICENSEE entered into an agreement #17-28-0025-HRC, dated July 1, 2017, for the provision of services related to the development and implementation of proactive human relations programs in partnership with schools, corporations, cities, foundations and individuals (“**Services Agreement**”);
- II. WHEREAS, COUNTY is the owner of that certain real property located at 1300 South Grand Avenue, Building B in the City of Santa Ana, State of California (“**County Property**”);
- III. WHEREAS, LICENSEE wishes to operate the Service Agreement at the County Property; and
- IV. WHEREAS, the provision of services related to the development and implementation of proactive human relations programs in partnership with schools, corporations, cities, foundations and individuals at the County Property is consistent with the goals of COUNTY’s OC Community Resources to provide a venue for Orange County citizens to access the services that LICENSEE provides.

NOW THEREFORE, in consideration of the Recitals above, the receipt of which the Parties acknowledge herein, incorporated herein by reference, and the mutual covenants, benefits, and promises contained herein, COUNTY and LICENSEE do hereby agree as follows:

1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this clause unless otherwise apparent from context:

“**Auditor-Controller**” means the Auditor-Controller, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the Board of Supervisors.

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

1 **“Chief Real Estate Officer”** means the Chief Real Estate Officer, County Executive Office, Real Estate
 3 Services, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity
 as shall be designated by the County Executive Officer or the Board of Supervisors.

5 **“County Counsel”** means the County Counsel, County of Orange, or designee, or upon written notice to
 7 LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board
 of Supervisors.

9 **“County Executive Officer”** means the County Executive Officer, County Executive Office, County of
 11 Orange, or designee, or upon written notice to COUNTY, such other person or entity as shall be designated
 by the Board of Supervisors.

13 **“CEO Real Estate”** means the County Executive Office, Real Estate Services, County of Orange, or upon
 15 written notice to LICENSEE, such other person or entity as shall be designated by the County Executive
 Officer or the Board of Supervisors.

17 **“Director”** means the Director of OC Community Resources, County of Orange, or designee, or upon
 19 written notice to LICENSEE, such other person or entity as shall be designated by the County Executive
 Officer or Board of Supervisors.

21 **“Risk Manager”** means the Risk Manager, County Executive Office, Risk Management, County of
 23 Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be
 designated by the County Executive Officer or the Board of Supervisors.

25 **2. TERMINATION OF PRIOR AGREEMENTS (AMLC-12.1S)**

27 It is mutually agreed that this License shall terminate and supersede any prior agreements between the
 29 Parties hereto covering all or any portion of the License Area defined in Clause 5 (LICENSE AREA) below,
 including that certain license number OCCR/HRC 2016 dated July 1, 2016. Notwithstanding the foregoing,
 31 this provision shall not release LICENSEE from any obligations under any prior agreements to be performed
 through the Effective Date of this License or from any obligations of indemnification based upon events
 occurring prior to the Effective Date.

35 **3. TERM (AMLC-3.1 N)**

37 This License shall commence on July 1, 2017, (**“Commencement Date”**) and shall continue in effect until
 June 30, 2020 unless otherwise terminated sooner as provided in Clause 4 (TERMINATION) of this License
 or upon the termination of the term of the Services Agreement, whichever occurs sooner. LICENSEE may
 39 have the option to request to extend the term of this License for two (2) additional one (1) year periods,
 under the same terms and conditions, provided at the time of such extension, the LICENSEE is not in default
 41 of any provisions of this License.

43 **4. TERMINATION (AMLC-3.3 S)**

45 This License shall be revocable by either COUNTY or LICENSEE at any time; however, as a courtesy, the
 47 terminating Party will endeavor to give the other Party at least thirty (30) days written notice prior to
 revocation.

5. LICENSE AREA (AMLC-4.1 N)

COUNTY grants to LICENSEE the non-exclusive, revocable right to use that certain property, located at 1300 South Grand Avenue, Building B in the City of Santa Ana, State of California, as more particularly described in Exhibit A and shown on Exhibit B, attached hereto and by this reference made a part hereof (“License Area”).

LICENSEE shall have a right to ingress and egress across COUNTY property to and from License Area during normal business hours of the facility. Notwithstanding the foregoing, access to the License Area by LICENSEE may be restricted by COUNTY with reasonable discretion because of the occurrence of natural disasters, or other “events” deemed by COUNTY to be of an emergency nature.

6. PARKING (AMLC-4.4 S)

COUNTY shall provide parking spaces for LICENSEE’s free and non-exclusive use. The location and number of said parking spaces shall be determined by the Director.

7. USE (AMLC-5.1 N)

LICENSEE’s use of the License Area shall be for office use and administrative purposes of the OC Human Relations Commission programs and services, which include, but are not limited to, mediation and conflict resolution, and reconciliation to youths and adults, and such other services as more particularly set forth in the Services Agreement.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area without the prior written consent of the Director. LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed any waste within the License Area, and to comply with all governmental laws and regulations in connection with the License Area.

NO ALCOLHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED WITHIN THE LICENSE AREA.

8. LICENSE FEE (AMLC-6.1 N)

LICENSEE agrees to pay COUNTY from and after the Commencement Date of this License a monthly license fee which will be determined by COUNTY and based upon the actual and/or shared costs incurred by COUNTY during each month, including, but not limited to, janitorial services; maintenance, repair and replacement costs; trash pick-up and removal; and utilities including electricity, water and gas, (“License Fee”) as a fee for the use of the License Area. COUNTY will provide written notice to LICENSEE of each monthly License Fee amount. Said monthly License Fee shall be payable in arrears within thirty (30) days of written notice by COUNTY of each monthly License Fee due while this License is in effect without deduction or offset in lawful money of the United States. In no event shall the monthly License Fee exceed Ten Thousand Dollars (\$10,000) per month.

In the event the obligation to pay the License Fee begins or terminates on some day other than the first or last day of the month, the fee shall be prorated to reflect the actual period of use based on a thirty (30) day month.

9. LICENSE FEE PAYMENT PROCEDURE (AMLC-7.1 S)

All payments shall be delivered to the County of Orange, Attn: Treasurer-Tax Collector, P.O. Box 4005, Santa Ana, California 92702-4005. The designated place of payment may be changed at any time by COUNTY upon ten (10) days written notice to LICENSEE. Fee payments may be made by check payable to the County of Orange. LICENSEE assumes all risk of loss if payments are made by mail.

No payment by LICENSEE or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of said payment or pursue any other remedy in this License.

10. CHARGE FOR LATE PAYMENT (PMC7.1 S)

LICENSEE hereby acknowledges that the late payment of the License Fee or any other sums due hereunder will cause COUNTY to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment of License Fee as specified in Section 8 (LICENSE FEE) or of any other sum due COUNTY is not received by COUNTY by the due date, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus \$100 shall be added to the payment, and the total sum shall become immediately due and payable to COUNTY. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent COUNTY from exercising any of the other rights and remedies granted hereunder.

11. MAINTENANCE OBLIGATIONS OF LICENSEE (AMLC2.1 S)

LICENSEE shall, to the satisfaction of Director, keep and maintain the License Area and all improvements of any kind which may be erected, installed, or made thereon in good condition and in substantial repair. It shall be LICENSEE's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair.

LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, sanitary condition, to the complete satisfaction of Director, and in compliance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the License Area free and clear of rubbish and litter. Director, shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety.

If LICENSEE fails to maintain or make repairs or replacements as required herein, Director shall notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within three days after receipt of written notice, Director may make the necessary correction or cause it to be made and the cost thereof, including but not limited to the cost of labor, materials, equipment, and an administrative fee equal to fifteen percent (15%) of the sum of such items, shall be paid by LICENSEE within 10 days of receipt of a

statement of said cost from Director. Director may, at his/her option, choose other remedies available herein, or by law.

LICENSEE shall designate in writing to Director an on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order.

12. INSURANCE (AMLC 10.1 N)

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to COUNTY's Chief Real Estate Officer, this License may be reinstated at the sole discretion of the COUNTY's Chief Real Estate Officer and LICENSEE shall pay COUNTY Five Hundred Dollars (\$500) for processing the reinstatement of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the COUNTY's Chief Real Estate Officer. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY's Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the COUNTY's Chief Real Estate Officer reinstates the License.

If LICENSEE fails to provide the COUNTY's Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as the COUNTY's Chief Real Estate Officer is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the COUNTY from LICENSEE under this License. It is the obligation of LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Licensee's current audited financial report. If Licensee's SIR is approved, Licensee, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement/Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Licensee's, its agents, employee's or subcontractor's performance of this Agreement, Licensee shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Licensee's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Licensee's SIR provision shall be interpreted as though the Licensee was an insurer and the County was the insured.

If LICENSEE fails to maintain insurance acceptable to COUNTY for the full term of this License, COUNTY may terminate this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**. It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, COUNTY's Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by LICENSEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents and any tenant improvements including Business	100% of the Replacement Cost Value and no coinsurance provision.

CoveragesMinimum Limits

Interruption/Loss of Rents with a 12 month limit.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees, agents*** as Additional Insureds. Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Licensee's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees.*** Blanket coverage may also be provided which will state- ***As Required By Written Agreement.***

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange 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.

All insurance policies required by this contract shall give the County of Orange thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

LICENSEE shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the LICENSE, upon which the County may suspend or terminate this LICENSE.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by COUNTY's Chief Real Estate Officer. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

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

COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, 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 LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

13. OPERATIONS (AMLC-11.1 S)

LICENSEE shall, to the satisfaction of COUNTY, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair. It shall be LICENSEE's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair.

LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety.

LICENSEE shall designate in writing to COUNTY an on-site representative who shall be responsible for the day to day operation and level of maintenance, cleanliness, and general order.

If LICENSEE fails to maintain or make repairs or replacements as required herein, COUNTY may notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within a reasonable time thereafter as established by the Director, Director may have the necessary correction made and the cost thereof, including but not limited to the cost of labor, materials, and equipment and administration, shall be paid by LICENSEE within ten (10) days of receipt of a statement of said cost from the Director. Director may, at Director's option, choose other remedies available herein, or by law.

14. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (AMD2.1 S)

A. COUNTY's Consent. No structures, improvements, or facilities ("**Alterations**") shall be constructed, erected, altered, or made within the License Area without prior written consent of the Director. The Director reserves the right to condition the grant of said consent on the conformance of the manner, method, design, and construction of said Alterations to the applicable construction standards of the proposed Alternation. Notwithstanding the foregoing, the Director has the right to reject, at his/her sole and absolute discretion, any and all proposed LICENSEE's Alterations. LICENSEE may, at any time and at LICENSEE's sole expense, and with Director's approval, place any equipment related to the provision of the Services within the License Area. LICENSEE shall submit its initial space plan for Director's approval prior to LICENSEE's occupancy.

B. Strict Compliance with Plans and Specifications and Permits. All Alterations constructed by LICENSEE within the License Area shall be made in strict compliance with detailed plans and specifications approved by the Director, and in accordance with all applicable laws and regulations. No Alterations may be made without obtaining all required permit(s), if applicable, therefore and without providing a copy of such permit(s) to the Director.

15. MECHANICS LIENS OR STOP-NOTICES (AMD4.1 S)

LICENSEE shall at all times indemnify, defend with counsel approved in writing by COUNTY and hold COUNTY harmless from and against any and all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the License Area, and from the cost of defending against such claims, including reasonable attorney fees.

In the event a lien or stop-notice is imposed upon the License Area as a result of such construction, repair, alteration, or installation, LICENSEE shall either:

A. Record a valid Release of Lien, or

B. Procure and record a bond in accordance with Section 8424 of the Civil Code, which frees the License Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should LICENSEE fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the License shall be in default and shall be subject to immediate termination.

16. OWNERSHIP OF IMPROVEMENTS (AMD6.1 N)

A. All Alterations constructed, erected, altered, or made within the License Area by LICENSEE must, upon completion, be free and clear of all liens, claims, or liability for labor or material, and, at COUNTY's option, shall become the property of COUNTY as of termination date of this License. COUNTY retains the right to require LICENSEE, at LICENSEE's sole expense, to remove any or all Alterations made by LICENSEE located within, upon, under or above the License Area at the time of termination of this License. LICENSEE agrees to pay for any cost(s) COUNTY incurs in connection with any removal by COUNTY of said Alterations, if LICENSEE does not comply with COUNTY's demand to cause said removal of said Alterations within a reasonable time.

B. Any equipment placed within the Premises by LICENSEE or a LICENSEE's sublicensee that is not wholly owned by LICENSEE or a LICENSEE's sublicensee shall not provide as a remedy for default in the contract applicable to said equipment an option for a creditor or similar entity to enter the License Area to remove said equipment. LICENSEE shall include in any sublicense a requirement for any sublicensee to comply with this provision.

17. ASSIGNING, SUBLETTING, AND ENCUMBERING PROHIBITED (PME7.3 S)

Any mortgage, pledge, hypothecation, encumbrance, transfer, sublease or assignment (hereinafter in this clause referred to collectively as "**Encumbrance**") of LICENSEE's interest in the License Area, or any part or portion thereof is prohibited. Any attempted Encumbrance shall be null and void and shall confer no right, title, or interest in or to this License.

If the LICENSEE hereunder is a corporation or an unincorporated association or partnership, the Encumbrance of any stock or interest in said corporation, association, or partnership in the aggregate exceeding twenty-five percent (25%) shall be deemed an assignment within the meaning of this clause.

18. TOXIC MATERIALS (N)

LICENSEE hereby warrants and represents that LICENSEE will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). LICENSEE shall be responsible for and shall defend, indemnify and hold COUNTY, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the License Area by LICENSEE. If the storage, use, and disposal of Toxic Materials on the License Area by LICENSEE results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, LICENSEE shall promptly take any and all action necessary to clean up such contamination.

Likewise, COUNTY hereby warrants and represents that COUNTY has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of Toxic Materials. COUNTY shall be responsible for and shall defend, indemnify and hold LICENSEE, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the previous, current and future storage, use and disposal of Toxic Materials in the License Area (or building if the License Area comprises only a portion of said building) by COUNTY. If the previous, current and future storage, use, and disposal of Toxic Materials in the License Area by COUNTY results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, COUNTY shall promptly take any and all action necessary to clean up such contamination.

19. HAZARDOUS MATERIALS (AMF 9.1 S)

A. Definition of Hazardous Materials. For purposes of this License, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the COUNTY acting in its governmental capacity, the State of California or the United States government.

B. Use of Hazardous Materials. LICENSEE or LICENSEE's employees, agents, independent contractors or invitees (collectively "**LICENSEE Parties**") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the License Area (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may keep on or about the License Area small quantities of Hazardous Materials that are used in the ordinary, customary and lawful cleaning of and business operations on the License Area. Said permitted Hazardous Materials shall be stored in a safe location and shall be disposed of in a manner provided by law.

C. LICENSEE Obligations. If the presence of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties results in (i) injury to any person, (ii) injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or contamination or any real

or personal property wherever situated, LICENSEE, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the License Area to the condition existing prior to the introduction of such Hazardous Materials to the License Area and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of COUNTY under this License, LICENSEE shall pay the cost of any cleanup or remedial work performed on, under or about the License Area as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by LICENSEE or LICENSEE Parties. Notwithstanding the foregoing, LICENSEE shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasigovernmental entity without first obtaining the prior written consent of the COUNTY. All work performed or caused to be performed by LICENSEE as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by COUNTY.

D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, LICENSEE hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY) COUNTY, its elected officials, officers, employees, agents and independent contractors and the License Area, from and against any and all liabilities, losses, damages (including, but not limited to, damages for the loss or restriction on use of rentable or usable space or any amenity of the License Area or damages arising from any adverse impact on marketing and diminution in the value of the License Area), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the License Area by LICENSEE or LICENSEE's Agents. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the License Area and the preparation of any closure or other required plans.

20. HOLD HARMLESS (PMGE10.2 S)

LICENSEE hereby releases and waives all claims and recourse against COUNTY, including the right of contribution for loss or damage of persons or property, arising from, growing out of or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of COUNTY, their officers, agents, employees and contractors. LICENSEE hereby agrees to indemnify, defend (with counsel approved in writing by COUNTY), and hold harmless, COUNTY, their elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the operation or maintenance of the property described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of COUNTY, their elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If COUNTY is named as co-defendant(s) in a lawsuit, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant(s) in such legal action, in which event, LICENSEE shall pay to COUNTY its litigation costs, expenses, and attorneys' fees. If judgment is entered against COUNTY and LICENSEE by a court of competent jurisdiction because of the concurrent active negligence of COUNTY and LICENSEE, COUNTY and LICENSEE agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

LICENSEE acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which, if known by him or her, must have materially affected his or her settlement with the debtor.

LICENSEE, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

21. LIMITATION OF THE LICENSE (AMLC-13.1 S)

This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area which exceed those owned by COUNTY, or any representation or warranty, either expressed or implied, relating to the nature or condition of the License Area or COUNTY's interest therein. LICENSEE acknowledges that LICENSEE has conducted a complete and adequate investigation of the License Area and that LICENSEE has accepted the License Area in its "as is" condition

22. LABOR CODE COMPLIANCE (AMLC 14.1 N)

LICENSEE acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the term of this License or any such future improvements or modifications performed by LICENSEE at the request of COUNTY shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, LICENSEE shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm> from the Director of the State Department of Industrial Relations. LICENSEE shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for COUNTY within the License Area. LICENSEE shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

As required by applicable law, LICENSEE shall maintain certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request LICENSEE shall provide Director with updated, certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If LICENSEE neglects, fails, or refuses to provide said payroll records to Director, upon request, such occurrence shall constitute an event of default of this License and COUNTY may, notwithstanding any other termination provisions contained herein terminate this License.

Except as expressly set forth in this License, nothing herein is intended to grant authority for LICENSEE to perform improvements or modifications on space currently licensed by COUNTY or for which COUNTY has entered into a license or license amendment.

23. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC 14.2 S)

In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require its employees that directly or indirectly service the License Area or terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the License Area on behalf of the LICENSEE also pay their employees no less than the greater of the Federal or California Minimum Wage.

LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable, shall comply with the prevailing wage and related requirements, as provided for in the Clause 23 (RIGHT TO WORK AND MINIMUM WAGE LAWS) of this License.

24. BEST MANAGEMENT PRACTICES (AMLC 15.1 N)

LICENSEE and all of LICENSEE's, subtenants, agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the License Area licensed under this License. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (“**DAMP**”) which includes a Local Implementation Plan (“**LIP**”) for each jurisdiction that contains Best Management Practices (“**BMPs**”) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “**BMP Fact Sheets**”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

Director may enter the License Area and/or review LICENSEE’s records at any time to assure that activities conducted on the License Area comply with the requirements of this section. LICENSEE may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

The use under this License does not require BMP Fact Sheets.

25. EXECUTION IN PART (N)

This License may be executed in counterparts, each of which, when both the Parties hereto have signed this License, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

26. NOTICES (AMLC-16.1 S)

All notices, documents, correspondence, and communications concerning this License shall be addressed as set forth in this Section or as the Parties may hereafter designate by written notice and shall be sent through the United States mail in the State of California, duly registered or certified, return receipt requested, with postage prepaid.

If any mailing is sent by registered or certified mail, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, the Parties may also provide notices, documents, correspondence, or such other communications to the other by personal delivery or by facsimile, provided that it is transmitted on the receiving Parties regular business day by 4:30 P.M. (PT) and any such delivery so given shall be deemed to have been given upon receipt.

TO: COUNTY

TO: LICENSEE

County of Orange
OC Community Resources
1770 N. Broadway
Santa Ana, CA 92706

Orange County Human Relations Council
1300 S. Grand Ave., Bldg. B
Santa Ana, CA 92705

Attn.: Director

Attn: Chief Executive Officer

With a copy to:

County Executive Office
Attention: Chief Real Estate Officer
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701

27. ATTACHMENTS TO LICENSE (AMLC-17.1 S)

This License includes the following, which are attached hereto and made a part hereof:

- I. General Conditions
- II. Exhibit A – Description of License Area
- III. Exhibit B – Depiction of License Area

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1 **IN WITNESS WHEREOF**, the Parties have executed this License on the date first above written.

3
5 APPROVED AS TO FORM:

7 COUNTY COUNSEL

LICENSEE

Orange County Human Relations Council

9 By Carolyn J. Frost for MAH
11 Deputy County Counsel

By _____

13 Date 03/29/17

Date _____

17
19
21
23
25
27 **COUNTY**

29 COUNTY OF ORANGE

31
33
35 By _____
37 Scott D. Mayer, Chief Real Estate Officer
 Per Resolution 14-014 of the Board of
 Supervisors and Minute Order dated January
 28, 2014

39 Date _____
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GENERAL CONDITIONS (AMLC-GC 1-15 S)**1. PERMITS AND LICENSES (AMLC – GC1 S)**

LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

2. SIGNS (AMLC-GC2 S)

LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by Director. Unapproved signs, banners, flags, etc., may be removed.

3. LICENSE ORGANIZATION (AMLC-GC3 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

4. AMENDMENTS (AMLC-GC4 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

5. UNLAWFUL USE (AMLC-GC5 S)

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or therefrom, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

6. INSPECTION (AMLC-GC6 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

7. INDEMNIFICATION (AMLC-GC7 S)

LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss or damage of persons or property arising from, growing out of, or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel acceptable to COUNTY, its officers, agents, and employees against any and all claims, loss, demands, damages, cost, expenses, or liability costs arising out of the operation, use, or maintenance of the property

described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

8. NONDISCRIMINATION (AMLC 8.2S)

LICENSEE agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this License. LICENSEE shall make its accommodations and services available to the public on fair and reasonable terms.

9. TAXES AND ASSESSMENTS (AMLC-GC8 S)

Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable in connection with this License or upon fixtures, equipment, or other property used in connection with this License, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

10. PARTIAL INVALIDITY (AMLC-GC9 S)

If any term, covenant, condition, or provision of this License 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.

11. WAIVER OF RIGHTS (AMLC-GC10 S)

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

12. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC11 S)

Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of said License Area to COUNTY in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

13. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC12 S)

If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on the License Area ten (10) days after such event shall be deemed, at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefor.

14. SUCCESSORS IN INTEREST (AMLC 12.2 S)

Unless otherwise provided in this License, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all of whom shall be jointly and severally liable hereunder.

15. TIME OF ESSENCE (AMLC-GC13 S)

Time is of the essence of this License. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

16. CIRCUMSTANCES WHICH EXCUSE PERFORMANC (AMLC 13.2 S)

If either Party shall be delayed or prevented from the performance of any act required hereunder by reason of Acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the Party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this Clause shall excuse LICENSEE from the prompt payment of any rental or other charge required of LICENSEE except as may be expressly provided elsewhere in this Lease

17. NO ASSIGNMENT (AMLC-GC14 S)

The License granted hereby is personal to LICENSEE and any assignment of said License by LICENSEE, voluntarily or by operation of law, shall automatically terminate the License granted hereby.

18. PAYMENT CARD COMPLIANCE (AMLC-G15 S)

Should LICENSEE conduct credit/debit card transactions in conjunction with their business with the COUNTY, on behalf of the COUNTY, or as part of the business that they conduct, LICENSEE covenants and warrants that it is currently Payment Card Industry Data Security Standard ("PCI DSS") and Payment Application Data Security Standards ("PA DSS") compliant and will remain compliant during the entire duration of this License. LICENSEE agrees to immediately notify COUNTY in the event LICENSEE

should ever become non-compliant, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.

Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of LICENSEE's PCI DSS and/or PA DSS compliance.

19. HOLDING OVER (AMLC-19.2 S)

In the event LICENSEE shall continue in possession of the Lease Areas after the term of this License, such possession shall not be considered a renewal of this License but a tenancy from month to month and shall be governed by the conditions and covenants contained in this License.

20. AUTHORITY OF LICENSEE (PMGE 24.2 S)

If LICENSEE is a corporation, each individual executing this License on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said corporation, in accordance with the by-laws of said corporation, and that this License is binding upon said corporation.

21. PUBLIC RECORDS (PMGE25.2 S)

Any and all written information submitted to and/or obtained by COUNTY from LICENSEE or any other person or entity having to do with or related to this License and/or the License Area, either pursuant to this License or otherwise, at the option of COUNTY, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, etc.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and LICENSEE hereby waives, for itself, its agents, employees, subtenants, and any person claiming by, through or under LICENSEE, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold COUNTY harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by LICENSEE or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

22. RELATIONSHIP OF PARTIES (PMGE26.2 S)

The relationship of the Parties hereto is that of COUNTY and LICENSEE, and it is expressly understood and agreed that COUNTY does not in any way or for any purpose become a partner of, or a joint venture with LICENSEE in the conduct of LICENSEE's business or otherwise, and the provisions of this License and the agreements relating to license fee payable hereunder are included solely for the purpose of providing a method by which rental payments are to be measured and ascertained.

23. ATTORNEYS' FEES (PMGE28.1)

In any action or proceeding brought to enforce or interpret any provision of this License, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

24. VENUE (PMGE29.1)

The Parties hereto agree that this License has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this License, 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.

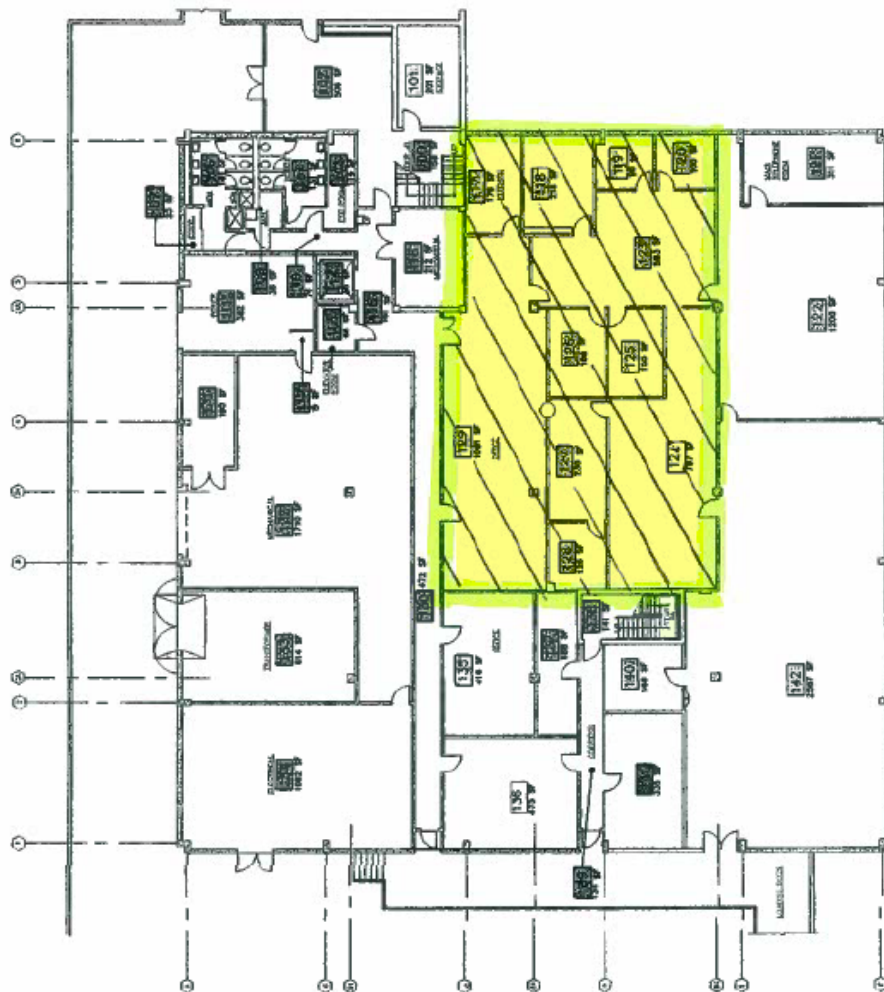
EXHIBIT A

**LICENSE AREA**

(3,730 s.f.)



(NOT TO SCALE)

**OCCR/HRC 2017**

OC Human Relations Council
 1300 S. Grand Avenue, Building B
 First Floor
 Santa Ana, CA 92705

Prepared By:

H. Condon

Checked By:

Timothy Moe

Date:

3/29/2017

**LOCATION MAP**

EXHIBIT B

**OC Human Relations Council
1300 S. Grand Avenue
Building B, First Floor
Santa Ana, CA 92705**

**OCCR/HRC 2017**

OC Human Relations Council
1300 S. Grand Avenue, Building B
First Floor
Santa Ana, CA 92705

Prepared By:

H. Condon

Checked By:

Timothy Moe

Date:

3/29/2017

**LOCATION MAP**