

## Attachment G

GA1254-284

HCA/Public Health - Second Harvest Food Bank of Orange County

### RENT FREE LICENSE AGREEMENT

THIS RENT FREE LICENSE (hereinafter referred to as "License") is made and entered into 11/30/11, 2011, by and between SECOND HARVEST FOOD BANK OF ORANGE COUNTY (hereinafter referred to as "LICENSEE") and the COUNTY OF ORANGE, a political subdivision

of the State of California (hereinafter referred to as "COUNTY") 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.

#### 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 LICENSEE, 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.

"Corporate Real Estate" means the O.C. Public Works/O.C. Facilities/Real Estate and Asset Management/Corporate Real Estate, County of Orange, or designee or upon written notice to LICENSEE, such other person or entity as shall be designated by the Director of O.C. Public Works or designee.

"County Counsel" means the County Counsel, 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.

"County Executive Officer" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

"Director of Health Care Agency" means the Director, Health Care Agency, 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.

"Manager of Corporate Real Estate" means the Manager, O.C. Public Works/O.C. Facilities/Real Estate and Asset Management/Corporate Real Estate, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Director of O.C. Public Works or designee.

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43 "Manager, HCA/Facilities Operations" means the Manager, Health Care Agency, Facilities Operations,  
45 County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be  
designated by the Director of Health Care Agency, or designee.

47 "Risk Manager" means the Manager of County Executive Office, Risk Management, for the County of  
49 Orange, or upon written notice to LICENSEE, such entity as shall be designated by the County Executive  
Officer.

### 2. TERM (AMLC-3.1 S)

The term of this License commenced on November 30, 2011 and shall continue in effect until February 28, 2027  
("Term"). As provided in Clause 3 (TERMINATION) of this License, however, in the event that the Lease  
between the Parties at the building terminates, this License shall also immediately terminate concurrently therein  
without any notice.

~~The term of this Permit shall be six (6) months, commencing on the date noted above, and shall be  
automatically extended in six (6) month increments, not to exceed a total of five (5) years, unless otherwise  
terminated as provided in Clause 3 (TERMINATION) of this License.~~

### 3. TERMINATION (AMLC-3.3 S)

This License shall be revocable by either COUNTY or LICENSEE at any time; however, as a courtesy to  
LICENSEE, Manager, HCA/Facilities Operations will attempt to give thirty (30) days written notice to  
LICENSEE upon revocation. Likewise LICENSEE will attempt to give thirty (30) days written notice to  
COUNTY upon revocation.

### 4. LICENSE AREA (AMLC-4.2 N)

COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as "**License  
Area**," described in Revised Exhibit A and shown on Revised Exhibit B, which exhibits are attached hereto  
and by reference made a part hereof, together with non-exclusive, in common use of COUNTY's elevators,  
stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other  
facilities and common areas appurtenant to License Area, created by this License.

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

~~COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as "License  
Area," described in Exhibit "A" and shown on Exhibit "B," which exhibits are attached hereto and by  
reference made a part hereof, together with non-exclusive, in common use of COUNTY's elevators,  
stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other  
facilities and common areas appurtenant to COUNTY's Premises created by this License.~~

~~NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED~~

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25 ~~WITHIN THE LICENSE AREA.~~

### 5. LICENSE USE:

COUNTY grants LICENSEE permission to enter and use the License Area for the purpose of screening Women, Infant & Children (“WIC”) participants for eligibility in CalFresh, also known as food stamps program. Participants will be provided with written material and when possible, LICENSEE will initiate the application process.

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. LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area and to comply with all governmental laws and regulations in connection with its use of the License Area.

COUNTY hereby grants to LICENSEE use of the License Area on the dates, times, and locations described as follows:

- a. Days of Operation: Every Friday
- b. Time of Operation: 9:00 am to 1:00 pm
- c. Location: 2137 E. Ball Road, Anaheim, CA 92806

COUNTY reserves the right to change the above-mentioned dates, times and/or location upon prior written notice to LICENSEE by COUNTY’s Manager of HCA Facilities and acceptance by LICENSEE.

27

~~COUNTY grants LICENSEE permission to enter and use the License Area for the purpose of screening WIC participants for eligibility in CalFRESH, also known as food stamps program. Participants will be provided with written material and when possible, LICENSEE will initiate the application process.~~

31

~~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. LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area and to comply with all~~

~~governmental laws and regulations in connection with its use of the License Area :-~~

~~COUNTY hereby grants to LICENSEE use of the License Area on the dates, times, and locations described as follows:~~

39

- ~~a. Days of Operation: Every Saturday~~
- ~~b. Time of Operation: 7:30am to 4:00pm~~
- ~~c. Location: 2137 E. Ball Road, Anaheim, CA 92806~~

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~~COUNTY reserves the right to change the above mentioned dates, times and/or location upon prior written notice to LICENSEE by COUNTY's Manager, HCA Facilities Operations and acceptance by LICENSEE.~~

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1 6. PARKING (AMLC-4.4 S)

3 COUNTY shall provide two (2) parking spaces for LICENSEE's free and non-exclusive use. The location  
5 of the parking spaces shall be determined by the Manager, HCA/Facilities Operations.

7 7. RENT FREE LICENSE (AMLC-6.1 N)

9 Based upon mutual benefit, the consideration for this License shall be rent-free for the LICENSEE's use of  
11 the License Area.

13 8. UTILITIES (AMLC-9.3 S)

15 COUNTY shall provide all utilities, including telephone services, to the License Area at no cost to the  
17 LICENSEE.

19 9. INSURANCE

21 LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the  
23 COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the  
25 COUNTY that the insurance provisions of this License have been complied with and to keep such insurance  
27 coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire  
29 term of this License. This License shall automatically terminate at the same time LICENSEE's insurance  
31 coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE  
33 obtains and provides evidence of the required insurance coverage acceptable to Manager, HCA/Facilities  
35 Operations, and this License may be reinstated at the sole discretion of Manager, HCA/Facilities Operations.  
37 LICENSEE shall pay COUNTY reasonable costs 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 Manager, HCA/Facilities Operations. In no cases shall  
assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate  
evidence of insurance. Manager, HCA/Facilities Operations 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  
Manager, HCA/Facilities Operations reinstates the License.

If LICENSEE fails to provide Manager, HCA/Facilities Operations 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,

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43 members of the general public, and LICENSEE's employees and agents, from entering the License Area until  
45 such time as Manager, HCA/Facilities Operations is provided with adequate evidence of insurance required  
47 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.

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1 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  
3 contractors or subcontractors to work if contractors have less than the level of coverage required by the  
COUNTY from the LICENSEE under this License. It is the obligation of the LICENSEE to provide  
written  
5 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  
7 LICENSEE through the entirety of this License and be available for inspection by a COUNTY  
representative at any reasonable time.

9 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no  
11 SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line  
of coverage. Any self-insured retention (SIR) or deductible in excess of \$25,000 (\$5,000 for  
automobile  
13 liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management  
15 If the LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this License,  
the COUNTY may terminate this License.

17 Qualified Insurer

19 The policy or policies of insurance must be issued by an insurer licensed to do business in the state of  
21 California (California Admitted Carrier) or have 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 Rating**  
23 **Guide/Property-Casualty/United States or ambest.com.**

25 If the insurance carrier is a non-admitted carrier in the state of California and does not have an A.M. Best  
rating of A-NIII, the CEO/Risk Management retains the right to approve or reject carrier after a review  
of  
27 the company's performance and financial ratings.

29 The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits

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and coverage as set forth below:

Coverages	<u>Minimum Limits</u>
Commercial General 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

### 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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement 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.

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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 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.

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

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27 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)

29 Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES)  
31 below or to an address provided by Manager, HCA/Facilities Operations. LICENSEE has ten (10)  
business days to provide adequate evidence of insurance or this License may be cancelled.  
33 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  
35 deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

37 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  
39 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.

41 The procuring of such required policy or policies of insurance shall not be construed to limit  
43 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.

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### 471 10. LIMITATION OF THE LICENSE (AMLC-13.1 S)

3 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  
5 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.

7

### 11. NOTICES (AMLC-14.1 S)

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All notices pursuant to this License shall be addressed as set forth below or as either party may hereafter  
11 designate by written notice and shall be sent through the United States mail in the State of California duly  
registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid,  
13 the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided.  
Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery, by  
15 regular mail, or by electric mail and any such notice so given shall be deemed to have been given upon  
receipt.

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TO: COUNTY

TO: LICENSEE

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County of Orange  
Health Care Agency  
Facilities Operations  
405 W. Fifth Street, Suite 610  
Santa Ana, CA 92701  
Attn: Manager

Second Harvest Food Bank  
of Orange County  
8014 Marine Way  
Irvine, CA 92618  
Attn: Robert Wright

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27 12. ATTACHMENTS TO LICENSE (AMLC-15.1 S)

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

- I. GENERAL CONDITIONS
- II. Revised Exhibit A – Revised License Description
- III. Revised Exhibit B – Revised Floor Plan

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

31 ~~I. GENERAL CONDITIONS~~

33 ~~II. Exhibit A – License Description~~

35 ~~III. Exhibit B – Floor Plan~~

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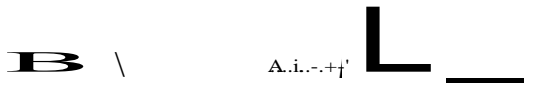
GAI254-284  
HCA/Public Health - Second Harvest Food Bank of Orange County

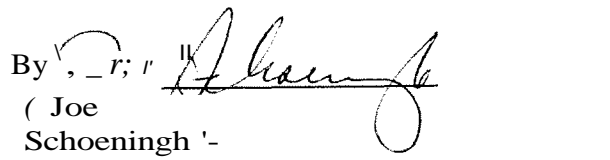
IN WITNESS WHEREOF, the parties have executed this License the day and year first above written.

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APPROVED AS TO FORM:  
OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

LICENSEE  
Second Harvest Food Bank of Orange County

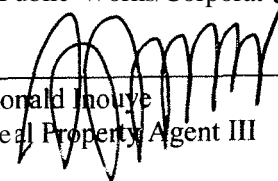
  
Deputy County Counsel

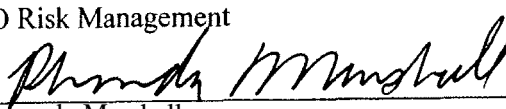
By   
( Joe Schoeningh -  
Director

Date: \_\_\_\_\_

Date \_\_\_\_\_

RECOMMENDED FOR APPROVAL  
OC Public Works/Corporate Real Estate

By   
Ronald Inouye  
Real Property Agent III

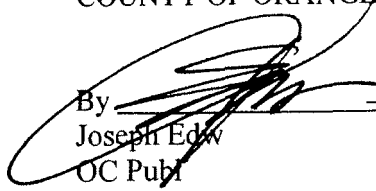
CEO Risk Management  
By  45  
Rhonda Marshall 47  
CEO Risk Management 49

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**COUNTY**

COUNTY OF ORANGE

ards, Division  
Manager

By  \_\_\_\_\_  
Joseph Edw  
OC Publ

1c

Works/OC  
Facilities and  
Real Estate Per  
Minute Order  
dated May 4,  
2010 and  
Ordinance No.  
10-010

Date: 11/11/10

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HCA/Public Health - Second Harvest Food Bank of Orange County

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## I. GENERAL CONDITIONS (AMLC-GC 1-17 S)

### 5 1. PERMITS AND LICENSES (AMLC - GC2 S)

7 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  
9 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 Agreement, be  
11 deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or  
regulations.

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### 2. SIGNS (AMLC-GC3 S)

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

### 19 3. LICENSE ORGANIZATION (AMLC-GC4 S)

21 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  
23 considered otherwise.

### 25 4. AMENDMENTS (AMLC-GC5 S)

27 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  
29 properly executed by both parties.

### 31 5. UNLAWFUL USE (AMLC-GC6 S)

33 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,  
35 or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

### 37 6. INSPECTION (AMLC-GC7 S)

39 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.

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### 7. INDEMNIFICATION (AMLC-GC8 S)

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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

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License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and

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1 employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel acceptable to  
2 COUNTY, its officers, agents, and employees against any and all claims, loss, demands, damages, cost,  
3 expenses, or liability costs arising out of the operation, use, or maintenance of the property described herein,  
4 and/or LICENSEE's exercise of the rights under this License, except for liability arising out of the concurrent  
5 active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of  
6 any lawsuit arising therefrom.

7  
8 In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall  
9 represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes  
10 to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its  
11 litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and  
12 LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents,  
13 or employees, an apportionment of liability to pay such judgment shall be made by a court of competent  
14 jurisdiction. Neither party shall request a jury apportionment.

### 15 8. TAXES AND ASSESSMENTS (AMLC-GC9 S)

16  
17 Although not anticipated, should this License create a possessory interest which is subject to the payment of  
18 taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not  
19 limited to said possessory interest tax) which become due and payable in connection with this License or  
20 upon fixtures, equipment, or other property used in connection with this License, shall be the full  
21 responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

### 22 9. PARTIAL INVALIDITY (AMLC-GC10 S)

23  
24 If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to  
25 be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect  
26 and shall in no way be affected, impaired, or invalidated thereby.

### 27 10. WAIVER OF RIGHTS (AMLC-GC 11 S)

28  
29 The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of  
30 this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be  
31 deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the  
32 License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or  
33 condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or  
34 remedy is being waived.

### 35 11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC12 S)

36  
37 Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver  
38 possession of said License Area to COUNTY in substantially the same condition that existed immediately

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43 prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war  
excepted.

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1 12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC13 S)

3 If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to  
5 any personal property belonging to LICENSEE and left on the License Area 10 days after such event shall be  
7 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.

9 13. TIME OF ESSENCE (AMLC-GC14 S)

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

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14. NO ASSIGNMENT (AMLC-G 15 S)

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17 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.

19 15. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC-GC17 S)

21 In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require  
23 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  
25 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.

27

29 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  
31 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  
33 California Minimum Wage.

35 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  
37 the License Area or terms and conditions of this License.

39 Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable,  
shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of  
41 the Labor Code of the State of California.



**Attachment G**

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HCA/Public Health-Second Harvest Food Bank of Orange County

Exhibit A

**LICENSE DESCRIPTION (10.1 S)**

PROJECT NO: GA1254-284

DATE: 11-1-11

PROJECT: License with Second Harvest Food Bank  
of Orange County  
2137 E. Ball Road, Anaheim

WRITTEN BY: Ronald Inouye

All the License Area referenced on a Floor Plan marked Exhibit B, attached hereto and made a part hereof, being room 105, or cubicle B and/or E, if available of County-designated office space for LICENSEE's non-exclusive use, which space may vary from time-to-time based on COUNTY's pre-approval in writing, and being a portion of that certain one (1) story office building located at 2137 E. Ball Road in the City of Anaheim, County of Orange, State of California, together with appurtenant right to use common areas located thereon, and in-common with others the appurtenant right to use two (2) unreserved parking space in the adjacent parking lot.

**NOT TO BE RECORDED**

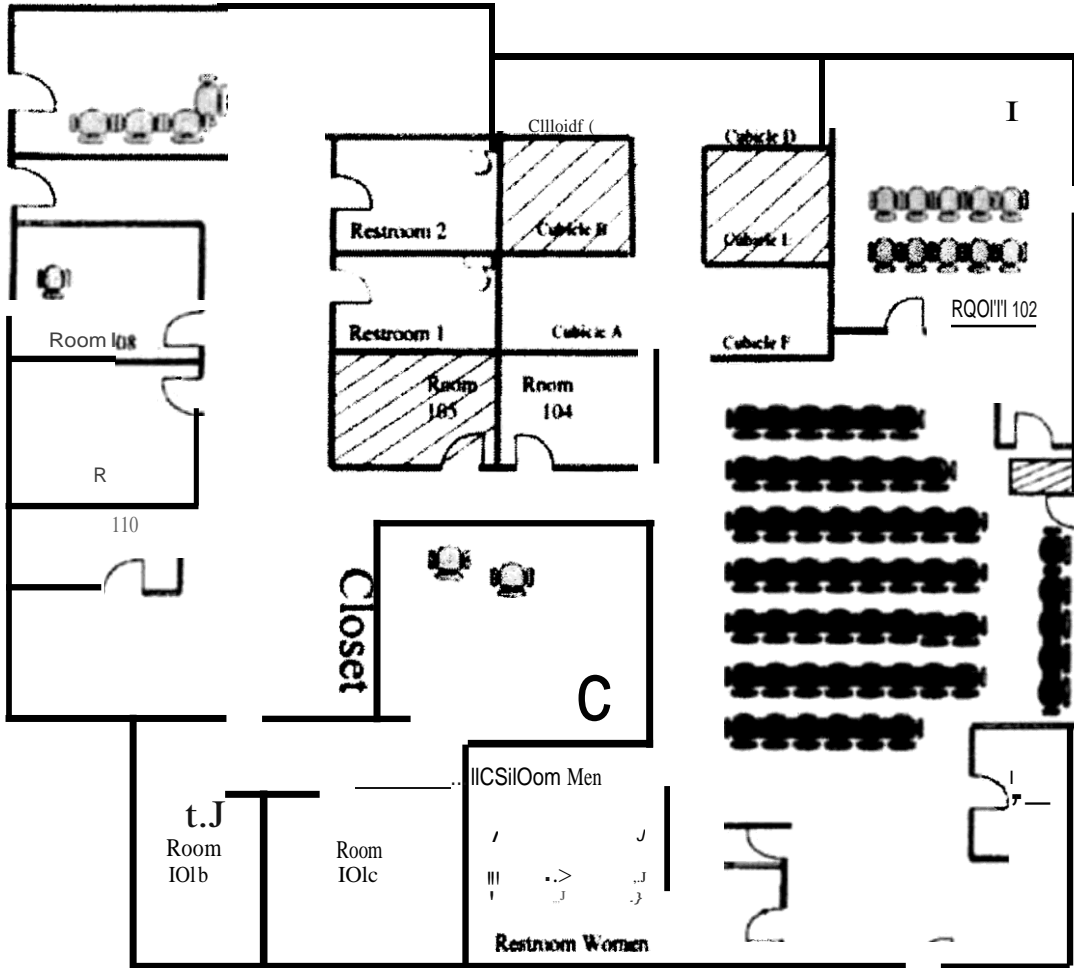
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# Attachment G

## Exhibit B



= Premise

<p>GA 1254-284 HCA/PH/Second Harvest</p> <p>2137 E. Ball Road Anaheim, CA 92805</p>	<p>Prepared By: Ronald Inouye</p>	<p>COUNTY OF ORANGE OC Public Works/Corporate Real Estate</p> 
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