

## PHASE ONE ACCESS LICENSE AGREEMENT

This Phase One Access License Agreement ("Access Agreement") is entered into this 11<sup>th</sup> day of November 2023 ("Effective Date") by and between the County of Ventura ("Licensor") and Meiners Oaks Parks ("Licensee"). Licensor and Licensee may be individually referred to herein as a "Party" or collectively as the "Parties."

### RECITALS

A. Licensor owns certain real property located in Ventura County, California, commonly described as 312 East El Roblar Drive in Meiners Oaks ("Property").

B. Licensee desires to obtain a temporary, non-exclusive license ("License") on, over and across the Property for the purpose of planning, design, environmental, engineering and permitting of a park and related activities on the Property, as described in the Phase One Memorandum of Understanding ("Phase One MOU"), entered into by Licensor and Licensee on or about November 7, 2023.

C. Licensor is willing to convey the License to Licensee for the purpose set forth in this Access Agreement, subject to and in conformance with the terms and conditions set forth herein.

### TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein by this reference.
2. **Grant of License**. Licensor hereby conveys to Licensee a temporary, non-exclusive, revocable license on, over, and across the Property for the sole purpose of planning, design, environmental, engineering and permitting of a park and related activities as described in the Phase One MOU. This grant of the License herein shall include Licensee and all agents, contractors, consultants, employees, and subcontractors of Licensee ("Licensee's Agents") who shall also have the right to enter upon and use the Property for the purposes permitted by this Access Agreement. The License granted herein shall be in effect commencing on November 7, 2023 and terminating on November 7, 2024 ("Term"). Licensee shall provide notice in writing to Licensor 24 hours prior to the date of entry on the Property. All entry by Licensee and Licensee's Agents shall take place and be completed between 8:00 a.m. and 5:00 p.m. on such dates.
3. **Condition of the Property**. Licensee accepts the License to the Property in "as is" condition, without warranties, either express or implied, and "with all faults," including but not limited to both latent and patent defects and the existence of hazardous

materials, if any. Licensee and Licensee's Agents shall enter upon the Property at their sole risk and hazard, and Licensee and its successors and assigns hereby release Licenser from any claims relating to the condition of the Property arising from the entry upon the Property by Licensee and Licensee's Agents.

4. **Reservation by Licenser.** Licenser hereby reserves the right to use the Property for any use not inconsistent with Licensee's authorized use of the Property under this Access Agreement.

5. **Damage to License Area and Adjacent Areas.** During the Term of this Access Agreement, Licensee shall be responsible for any damage done by Licensee or Licensee's Agents to the Property and property adjacent to the Property. If the Property or adjacent property is damaged by Licensee or Licensee's Agents, Licensee shall, at its sole cost and expense, promptly repair any such damage and restore such property to the same or better condition that existed before such damage.

6. **Indemnification.** To the fullest extent permitted by law, Licensee shall defend (with attorneys approved by Licenser), indemnify, and hold harmless Licenser and its Board, officers, directors, employees, and agents from and against all third-party claims, liens, lawsuits, liabilities, losses, injuries, damages, penalties, fines, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) arising out of or in any way connected with the negligent acts, errors or omissions, willful misconduct, any untrue representation or warranty, breach or non-fulfillment of any covenant or agreement, and/or violation of any law, ordinance, regulation, order or decree by Licensee or Licensee's Agents, directly or indirectly relating to and/or arising out of this Access Agreement. Licensee's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of Licenser. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of Licenser, then Licensee's indemnification obligation shall only be reduced in proportion to the established comparative liability.

7. **Insurance.**

A. Licensee, at its sole cost and expense, will obtain and maintain in full force during the term of this Access Agreement the following types of insurance:

- 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, and broad form blanket contractual.
- 2) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of Licensee and Employer's Liability in the minimum amount of \$1,000,000.

B. All insurance required will be primary coverage as respects Licensor and any insurance or self-insurance maintained by Licensor will be excess of Licensee's insurance coverage and will not contribute to it.

C. Licensor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D. The County of Ventura, its Board, agencies, departments, districts, officers, employees, agents, and volunteers are to be named as Additional Insureds as respects work done by Licensee under the terms of this Access Agreement on all policies required (except Workers' Compensation).

E. Licensee agrees to waive all rights of subrogation against the County of Ventura, its Boards, agencies, departments, districts, officers, employees, agents and volunteers for losses arising from work performed by Licensee under the terms of this Access Agreement as it pertains to Workers' Compensation.

F. Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to the County's, Risk Management Division.

G. Licensee agrees to provide Licensor with the following insurance documents on or before the effective date of this Access Agreement:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) as it pertains to Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Access Agreement.

8. **Notices.** Licensee agrees to provide advanced written notice required herein by email to [justin.bertoline@ventura.org](mailto:justin.bertoline@ventura.org) or any other individual designated in writing by Licensor.

9. **Miscellaneous.** This Access Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification, or amendment of this Access Agreement shall be binding unless in writing

Paula Power, President  
Meiners Oaks Parks  
P.O. Box 1281  
Ojai, CA 93024  
paulajpower@gmail.com  
805-798-7806

B. Communications – MOP will address communication regarding this Phase One MOU to the County's Key Official. Communications that relate solely to routine operational matters may be sent only to the key official.

C. Change in Key Officials – No permanent change in key officials will be made by either party without reasonable prior written notice to the other party. The notification will include a justification in sufficient detail to permit evaluation of the impact on the scope of work outlined in this Phase One MOU. Change in key officials will be approved by a modification to this Phase One MOU. Upon written notice, either party may temporarily designate an alternate to act in place of the designated key official, in an emergency .

#### ARTICLE 4. REPORTS AND/OR DELIVERABLES

A. The County and the MOP will mutually agree to an appropriate schedule of progress reports.

B. Copies of all correspondence and required written notices between the County and the MOP shall be sent to the Key Officials.

County of Ventura



Sign

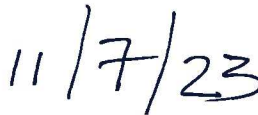


Date

Meiners Oaks Parks



Sign    President



Date

Sign, Secretary

Date

PHASE ONE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF VENTURA  
AND  
MEINERS OAKS PARKS

This Phase One Memorandum of Understanding ("Phase One MOU") is entered into by and between Meiners Oaks Parks (sometimes referred to herein as "MOP") and the County of Ventura ("County") for the purpose of mutual assistance in designing, constructing, and managing a nature-based public park at 312 E. El Roblar Drive, Meiners Oaks, California

ARTICLE 1. BACKGROUND AND OBJECTIVES

The County and MOP will collaborate on designing, constructing, and managing a nature-based park at 312 E. El Roblar Drive in Meiners Oaks ("the project" or "the park"). The County has been meeting the recreational needs of county residents since the establishment of the first county park in 1904. Meiners Oaks Parks (MOP), established in 2022, is a California non-profit organization based in Ojai, California. The mission of MOP is to develop, support, acquire and/or maintain designed open space for the benefit of the natural environment and to enhance the lives of the residents of Meiners Oaks and the greater Ojai Valley.

Meiners Oaks, an unincorporated community (pop.3,900) on the west side of the Ojai Valley, includes a business district with a hardware store, restaurants, bookstore, meat market, thrift shops, and health spas. Essential services that contribute to community life include public and private schools, a public library, and public transportation. There is not a public restroom, drinking fountain, or park in this community and the only potential play area for children in Meiners Oaks, the public school, is currently securely fenced and locked when school is not in session.

Meiners Oaks has the highest population density (2,617 individuals per square mile) in the Ojai Valley. An important proxy measure for the number of children living in poverty is eligibility for the National School Lunch Program (NSLP) and those receiving Supplemental Nutrition Assistance Program (SNAP). At 67% and 45.7%, Meiners Oaks Elementary had the greatest percentage of students eligible for the NSLP and those receiving SNAP, compared with all other elementary schools in the Ojai Valley, including Sunset Elementary in Oak View ([https://nces.ed.gov/ccd/schoolsearch/school\\_detail.asp?Search=1&DistrictID=0640980&SchoolPageNum=2&ID=064098008669](https://nces.ed.gov/ccd/schoolsearch/school_detail.asp?Search=1&DistrictID=0640980&SchoolPageNum=2&ID=064098008669)). Note that Meiners Oaks Elementary was closed as of the 2023-2024 school year, and it is currently only an "early elementary school" offering TK classes. The Ventura County Library is currently remodeling some classrooms to be used as the Meiners Oaks Library Branch.

A second important factor used to describe a community's socioeconomic need is access to health services. Meiners Oaks is second only to Saticoy in the number of adults without health insurance in Ventura County (2019, Ventura County Community Health Needs Assessment).

Third, located 1 mile from the proposed project site at the western end of El Roblar Drive is the 'River Bottom' community, a designated Disadvantaged Community (<https://gis.water.ca.gov/app/dacs/>).

After discussing ideas for this space with community members, small business owners, local nonprofits, Chumash elder, and other stakeholders as well as conducting an online survey shared broadly on social and print media, and fliers posted around the valley, a vision of the park was developed by MOP. This generalized, early vision includes a nature-focused park that is accessible to all members of the community, with simple, meaningful amenities that reflect the culture and desires of Meiners Oaks residents.

A design team was engaged by MOP to develop a Concept Plan to be presented at community listening sessions. A final Design Plan will be created based on public comments received during listening sessions and the professional expertise of the design team, including an architect, landscape architect, and landscape contractor.

The project will be completed in three phases: *Phase 1* – Planning, design, environmental, engineering and permitting; *Phase 2* – Construction; *Phase 3* – Operation and maintenance. This Phase One MOU is intended to define roles and responsibilities during Phase 1. The parties' roles and responsibilities during Phase 2 and Phase 3 are the subject of future agreements.

## ARTICLE 2. ROLES AND RESPONSIBILITIES

### A. Meiners Oaks Parks agrees to:

1. In collaboration with the County, organize and conduct multiple in-person listening sessions, as needed, to facilitate the selection of park amenities and design themes that reflect the culture and desires of the Meiners Oaks community.
2. Document the results of the listening sessions in a summary report.
3. Engage a professional design team with architecture, landscape architecture, and landscaping expertise.
4. Work with the design team and the County to prepare a conceptual and schematic design plans for the park based on the outcome of listening sessions

and best professional expertise and judgement and submit said plans to County for approval.

5. Not alter the site, disturb the ground, or conduct activities without authorization of the County Executive Office. Upon County approval of the conceptual and schematic design, provide any and all further documents and analysis necessary to obtain any and all entitlements and permits necessary to construct the project.

**B. County agrees to:**

1. During Phase 1, meet exclusively with MOP representatives as needed to collaborate on planning, environmental, engineering, and permitting of the project but no less than quarterly.

2. Allow MOP and its directors, officers, employees, volunteers, and agents the right of entry to 312 E El Roblar Drive for the purpose of fulfilling MOP's roles and responsibilities set forth in Article 2.A, above, in the form of the Phase One Access License Agreement attached hereto as Exhibit 1.

3. Upon satisfactory completion of Phase 1, consider in good faith entering into a Phase 2 agreement with MOP to expeditiously construct the park as designed by MOP and approved by the county.

**ARTICLE 3. TERM OF AGREEMENT**

This agreement shall be effective upon execution by both parties and will expire at the end of two years from the date of final signatures. Either can party terminate this agreement with cause upon 60 days written notice and after providing the other party the reasonable opportunity to cure.

**ARTICLE 4 KEY OFFICIALS**

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

**1. For the County:**

Scott Powers  
Sr. Deputy Executive Officer  
800 S. Victoria Ave. Ventura, CA 93009  
Scott.powers@ventura.org  
(805) 677-8761

**2. For the MOP**

and executed by the Parties. This Access Agreement shall be construed in accordance with and governed by the laws of the State of California. No waiver of any of the provisions of this Access Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. If any provision of this Access Agreement or the application thereof to any person, place, or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Access Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Licensor. This Access Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Licensee hereby agrees not to record this Access Agreement or any memorandum thereof in the proper county records against Property.

IN WITNESS WHEREOF, this Access Agreement has been executed by the Parties as of the Effective Date.

**LICENSOR:**

COUNTY OF VENTURA

By: Scott Powers

Name: Scott Powers

Title: Sr. Dep. Exec. Officer

**LICENSEE:**

MEINERS OAKS PARKS

By: Paula Power

Name: PAULA POWER

Title: President Meiners

Oaks Botanical  
Botanical Park