

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made and entered into this 12th day of September, 2023 by and between the CITY OF THOUSAND OAKS, (“CITY”) a municipal corporation, and the THOUSAND OAKS BOULEVARD ASSOCIATION, (“TOBA”) a California non-profit corporation exempt from taxation pursuant to Internal Revenue Code section 501(c)(6).

Recitals

Whereas, the Thousand Oaks Boulevard Property and Business Improvement District (herein “BID”) was established in 2005 and renewed in 2010, and as TOBA represents most property owners along Thousand Oaks Boulevard for the purpose of fostering a healthy business environment, TOBA was designated the owners association for the management of and to authorize the expenditure of BID funds pursuant to an Agreement between the CITY and TOBA; and

Whereas, the Thousand Oaks Boulevard Specific Plan #20 adopted by the City Council in November 2011 and amended in November 2022 envisions increased development and pedestrian volumes along Thousand Oaks Boulevard; and

Whereas, due to recent and proposed development along Thousand Oaks Boulevard and in anticipation of higher volumes of pedestrian usage along the Boulevard, CITY has evaluated the need for additional pedestrian crosswalks and crosswalk enhancements for existing crosswalks along Thousand Oaks Boulevard between Duesenberg Drive and Moorpark Road; and

Whereas, CITY and TOBA partnered to build three (3) new pedestrian crosswalks and upgrade seven (7) existing crosswalk locations for enhanced pedestrian convenience and safety as a result of increased pedestrian usage along Thousand Oaks Boulevard under a separate Memorandum of Understanding in 2020; and

Whereas, there is a fourth pedestrian crossing on Thousand Oaks Blvd. that is planned to be constructed by the City under Capital Project CI 5398 at a mid-block location between Oakview Drive and Live Oak Street and TOBA wishes to contribute funds to the project; and

Whereas, the CITY and TOBA wish to enter into a Memorandum of Understanding to describe the manner in which the monetary contribution provided by TOBA will be utilized by CITY towards the costs of this fourth new pedestrian crossing for the benefit of pedestrian users and businesses along the Boulevard.

Agreement

NOW, THEREFORE, the CITY and TOBA agree as follows:

1. CITY shall have final decision-making authority over and perform all work related to CI 5398.
2. TOBA shall arrange for the contribution of a total of \$30,000.00 in BID funds toward a new mid-block crosswalk along Thousand Oaks Boulevard between Live Oak Street and Oakview Drive, said funds to be allocated towards the design, equipment purchases, and installation of the crosswalk.
3. It is anticipated that all work relating to the design, construction, and installation of the new pedestrian crosswalk referenced above shall be completed by no later than December 31, 2024.
4. TOBA shall arrange to pay to CITY the entire sum of \$30,000.00 of BID funds in advance of any work being completed. If CITY cannot meet the completion dates set forth in this Agreement, without a written agreement for an extension of time pursuant to paragraph 7, below, CITY shall refund TOBA's contribution.
5. TOBA shall not maintain any rights of ownership or control of any kind over any of the installations or improvements to the crosswalks or signalized intersections referenced in this Agreement by virtue of the monetary contribution provided.
6. Both CITY and TOBA do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.
7. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon mutual written approval by CITY and TOBA.
8. Each party acknowledges that, in entering into and performing under this MOU, it is acting as an independent entity and not as an agent of the other party in any respect. None of the terms or provisions of this MOU shall be construed or deemed to create a partnership between or among the parties in the operations or activities of TOBA, the operations or activities of the CITY or installation of the improvements described herein by the CITY, nor shall any party to this MOU cause them to be considered joint venturer or member of any joint enterprise.
9. All written notices required by, or related to, this Agreement shall be sent by certified mail, return receipt requested, postage prepaid and addressed as listed below. The mailing address of each party to this Agreement is as follows:

CITY

Clifford G. Finley, Public Works Director
2100 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
Staff Contact: Nader Heydari, City Engineer

TOBA

Shawn Moradian, TOBA President
2815 Townsgate Road, Suite 200
Thousand Oaks, CA 91361

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above as written.

CITY OF THOUSAND OAKS

**THOUSAND OAKS
BOULEVARD ASSOCIATION**

Kevin McNamee, Mayor

By: Mark Sellers, Secretary

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

By: Tracy Friedl, Assistant City Attorney