

**MEMORANDUM OF UNDERSTANDING REGARDING
SCHOOL TECHNOLOGY UPGRADES**

THIS Memorandum of Understanding (“MOU”) is made as of June 27, 2007, by and between the City of Agoura Hills (“City”) and the Las Virgenes Unified School District, a California public school district (“District”).

1. RECITALS

A. As part of a joint effort between cities located in the District aimed at enhancing the high quality education experience to District students the District has asked the City for a financial contribution (“Agoura Hills Contribution”) to support a technology upgrade for education purposes for the benefit of students who attend schools in the City of Agoura Hills.

B. Nearly 75 years ago, the California Supreme Court acknowledged its trend “toward sustaining the power of cities, which desire to supplement the efforts of the state, counties and districts, to support, maintain and strengthen the public school system functioning within their borders.” *Whitmore v. Brown*, 207 Cal. 473, 479 (1929). The California Court of Appeals and the California Attorney General also have recognized that there is a legitimate municipal interest in providing monetary aid to school districts that are facing temporary financial problems. *Madsen v. Oakland Unified Sch. Dist.*, 45 Cal. App. 3d 574 (1975); *Berkeley Sch. Dist. v. City of Berkeley*, 141 Cal. App. 2d 841 (1956); 7 Ops. Cal. Atty. Gen. 189(1946).

C. The City has determined, in the exercise of its legislative discretion and in reliance on those authorities such as those listed in paragraph B above, that granting the Agoura Hills Contribution to the District serves a public purpose and directly benefits the City. Specifically, the City has determined that the Agoura Hills Contribution will support important educational benefits for students who are residents of the City of Agoura Hills. Additionally, the City Council has determined that there is a public interest in having its student residents use upgraded technology for an enhanced learning experience. Further, the technology upgrade will benefit Agoura Hills businesses by helping to train future workers proficient in the use of modern technology. Finally, the City will continue to benefit from the enhanced property tax base and community reputation that result from an excellent public school system.

NOW, THEREFORE, in consideration of performance of the promises, covenants and conditions herein contained, the parties hereto agree as follows:

2. TERM

This MOU shall be effective on the date of its execution by both parties and shall remain in effect until for a period of two (2) years.

3. ONE-TIME FINANCIAL CONTRIBUTION

A. The City hereby grants to the District, on a one-time basis, a contribution in the amount of \$270,000.00, from a source at the City's discretion, for the technology upgrade purposes set forth in the recitals provided in this MOU. The Agoura Hills Contribution shall be forwarded to the District through a means mutually agreeable to the City Manager and the District's Superintendent not later than 30 days following execution of this MOU.

B. The District may pool the Agoura Hills Contribution with contributions from other cities for technology upgrades as outlined in the District's proposal to the City.

C. The District acknowledges that the Agoura Hills Contribution to the District, in addition to the other substantial ongoing support the City currently provides to the District. The City has made no commitment to fund additional contributions in subsequent years.

4. DISTRICT COMMITMENTS

A. The District shall use the Agoura Hills Contribution only for the purposes set forth in this MOU. If, for any reason, the District fails to use the Agoura Hills Contribution before the conclusion of the District's 2007-2008 fiscal year, the District shall promptly return any unused funds from the Agoura Hills contribution to the City.

B. To the full extent permitted by law, the District shall indemnify and defend the City, its officers, agents and employees, from and against, and will hold and save them and each of them harmless from, any and all actions, claims, lawsuits or damages to persons or property, penalties, orders, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the City's contribution of funds to the District for the technology upgrade program and/or the District's use of such funds.

C. The Agoura Hills Contribution may be expended by the District at the District's discretion for the purposes permitted in this MOU. The District shall use its best efforts to ensure that schools located in the City of Agoura Hills benefit from the technology upgrade program to generally the same extent as schools located in other parts of the District.

5. INTEGRATION

This MOU represents the entire integrated agreement between the City and the District, and supersedes all prior negotiations, representations or agreements, either written or oral. This MOU may be amended only by a written instrument signed by both the City and the District.

6. ATTORNEYS FEES

Should either party to this MOU be forced to initiate legal action to enforce its rights, the prevailing party in any such action shall be entitled to recover its costs of suit including, without limitation, reasonable attorneys' fees incurred.

TO EFFECTUATE THIS MOU the parties have caused their duly authorized representatives to execute this MOU on the dates set forth below.

“City”
City of Agoura Hills

“District”
Las Virgenes Unified School District

By: _____
Dan Kuperberg, Mayor

By: _____
Authorized Representative

Date: _____

Date: _____

Attest:

By: _____
Kimberly Rodrigues, City Clerk

Approved As To Form:

By: _____
Richards, Watson & Gershon
A Professional Corporation