

**BOARD OF TRUSTEES**  
**ANAHEIM UNION HIGH SCHOOL DISTRICT**  
501 Crescent Way, P.O. Box 3520  
Anaheim, California 92803-3520  
[www.auhsd.us](http://www.auhsd.us)

**NOTICE OF SPECIAL MEETING**

Date: April 22, 2009

To: Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520  
Thomas "Hoagy" Holguin, P.O. Box 3520, Anaheim, CA 92803-3520  
Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520  
Jordan Brandman, P.O. Box 3520, Anaheim, CA 92803-3520  
Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520

Orange County Register, 1771 S. Lewis, Anaheim, CA 92805  
Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805  
News Enterprise, P.O. Box 1010, Los Alamitos, CA 90720  
Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626  
Event News, 9559 Valley View Street, Cypress, CA 90630  
Excelsior, 523 N. Grand Avenue, Santa Ana, CA 92701

You are hereby notified that a special meeting of the  
Board of Trustees of the Anaheim Union High School District  
is called for

**Thursday, the 23<sup>rd</sup> day of April 2009**

in the District Board Room, 501 Crescent Way, Anaheim, California

**Immediately Following the Conclusion of the Regular Meeting**

The Board of Trustees will meet in closed session for the following purposes:

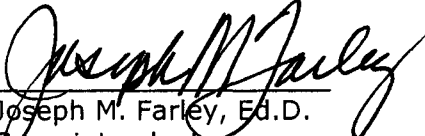
• **Additional Information Concerning Developer Fee Deferral Requests**

Action was taken at a previous meeting of the Board of Trustees to implement a program to defer payment of school facilities impact fees on residential developments. The action intended to defer the collection of certain school fees until certificates of occupancy, or final inspections, are approved by the local municipality. This action would have mirrored action taken by the city of Anaheim. At the meeting, the board approved a resolution and supporting documents that included deferral procedures, deferral applications, and a memorandum of understanding between the district and the city of Anaheim. Staff was specifically directed to return to the board before making any revisions to the resolution or supporting documents.

City of Anaheim representatives informed district staff that it opposed portions of the memorandum of understanding related to indemnification. As a result of this opposition, district representatives and legal counsel have been developing an alternative to indemnification that will be presented at the May 14, 2009, board meeting.

In the meantime, however, representatives from a homebuilder have indicated that they wish to defer the impact fees now on projects that they hope to take through the permit process as soon as possible. Given the directive about bringing any changes to these processes back to the Board of Trustees, the superintendent will discuss an option for such a deferral for developer to use now. Additional information on this item will be presented at the meeting. This item's exhibit

includes a document that summarizes the proposed short-term authority for the superintendent to waive some of the impact fee requirements until the memorandum of understanding with the city of Anaheim is approved. The exhibit also includes the original resolution and the supportive documents referenced above.

  
Joseph M. Farley, Ed.D.  
Superintendent

**BOARD OF TRUSTEES**  
**Special Meeting Agenda**  
**Thursday, April 23, 2009**

**Immediately Following the Conclusion of the Regular Meeting**

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*Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These items may be inspected in the superintendent's office of the Anaheim Union High School District, at 501 Crescent Way in Anaheim, California. The office is open from 7:30 a.m. to 5:00 p.m., Monday through Friday, and is closed for most of the federal and local holidays. These materials are also posted with the meeting agenda on the district web site, [www.auhsd.us](http://www.auhsd.us), at the same time that they are distributed to the Board of Trustees.*

*Meetings are recorded for use in the official minutes.*

- |    |                                      |                         |
|----|--------------------------------------|-------------------------|
| 1. | <b>CALL TO ORDER – ROLL CALL</b>     | <b>ACTION ITEM</b>      |
| 2. | <b>ADOPTION OF AGENDA</b>            | <b>ACTION ITEM</b>      |
| 3. | <b>PUBLIC COMMENTS, OPEN SESSION</b> | <b>INFORMATION ITEM</b> |

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Persons wishing to address the Board of Trustees should complete a speaker request form, available on the information table, at the back of the room, and submit it to the executive assistant prior to the meeting. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

4. **ITEM OF BUSINESS**

**Additional Information Concerning Developer Fee Deferral Requests** **ACTION ITEM**

Action was taken at a previous meeting of the Board of Trustees to implement a program to defer payment of school facilities impact fees on residential developments. The action intended to defer the collection of certain school fees until certificates of occupancy, or final inspections, are approved by the local municipality. This action would have mirrored action taken by the city of Anaheim. At the meeting, the board approved a resolution and supporting documents that included deferral procedures, deferral applications, and a memorandum of understanding between the district and the city of Anaheim. Staff was specifically directed to return to the board before making any revisions to the resolution or supporting documents.

City of Anaheim representatives informed district staff that it opposed portions of the memorandum of understanding related to indemnification. As a result of this opposition, district representatives and legal counsel have been developing an alternative to indemnification that will be presented at the May 14, 2009, board meeting.

In the meantime, however, representatives from a homebuilder have indicated that they wish to defer the impact fees now on projects that they hope to take through the permit process as soon as possible. Given the directive about bringing any changes to these processes back to the Board of Trustees, the superintendent will discuss an option for such a deferral for developer to use now.

Additional information on this item will be presented at the meeting. This item's exhibit includes a document that summarizes the proposed short-term authority for the superintendent to waive some of the impact fee requirements until the memorandum of understanding with the city of Anaheim is approved. The exhibit also includes the original resolution and the supportive documents referenced above. **[EXHIBIT]**

Recommendation:

It is recommended that the Board of Trustees authorize the superintendent to waive certain school facilities impact fees, as described above.

5. **ADJOURNMENT**

***ACTION ITEM***

*In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the Board of Trustees at (714) 999-3503 by noon on Thursday, April 23, 2009.*

**Anaheim Union High School District**

**INTERIM AUTHORIZATION  
REGARDING SCHOOL FEE DEFERRAL PROCEDURE**

The Board of Trustees adopted Resolution No. 2008/09-F-01, establishing a School Fee Deferral procedure for residential development within the district. The resolution and procedure includes a number of conditions, including a prerequisite that a memorandum of understanding be finalized and executed between the district and the city of Anaheim regarding implementation of the procedure. Final details regarding the memorandum of understanding are currently being negotiated with the city. As a result of issues raised in those negotiations, district staff and legal counsel will be proposing that the Board of Trustees approve revisions to the procedure and related documents, including the memorandum of understanding.

Most immediately, in order to address the need for developers to proceed with seeking development approvals with the city prior to board approval of the revisions and execution of the memorandum of understanding, the board provides the following interim authority to the superintendent:

1. Upon being presented with an application for a school fee deferral under the procedure, the superintendent is authorized to waive the requirement that a memorandum of understanding be in place between the district and the city. Such waiver may only be granted in cases where the developer applicant agrees to have a lien placed on the subject property to secure payment of the school fees.
2. The Board of Trustees authorizes the superintendent or designee to work with legal counsel to negotiate, modify as needed, approve and execute a School Fee Deferral Agreement with each developer applicant to include the requirement that a lien be placed on the subject property. Any such lien must be released by the district within ten (10) business days of full payment of the deferred school fees.
3. The Board of Trustees further authorizes the superintendent or designee to take any and all action necessary to accomplish the deferral of school fees consistent with this interim authorization.
4. This authorization is effective only until the Board of Trustees adopts revisions to the procedure and memorandum of understanding or otherwise provides further direction in this matter.

**APPROVED** this 23<sup>rd</sup> day of April 2009, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Thomas "Hoagy" Holguin  
Clerk of the Board of Trustees

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Katherine H. Smith  
President of the Board of Trustees

Anaheim Union High School District

RESOLUTION NO. 2008/09-F-01

RESOLUTION APPROVING A DEFERRAL OF SCHOOL FEES  
IMPOSED PURSUANT TO GOVERNMENT CODE SECTION 65995 ET SEQ.  
AND EDUCATION CODE 17620 ET SEQ. FOR THE CALENDAR YEAR 2009  
TO SUPPORT ECONOMIC STIMULUS

WHEREAS, the Board of Trustees ("Board") of the Anaheim Union High School District ("District") provides for the educational needs for junior and senior high school students within the City of Anaheim and other municipalities in Orange County; and

WHEREAS, the District collects school facilities impact fees ("School Fees") on all residential and commercial development within its boundaries pursuant to Government Code section 65995 et seq. and Education Code section 17620 et seq. and in accordance with the District's adopted school fee justification studies and Board resolutions; and

WHEREAS, pursuant to Education Code section 17620(b), and pursuant to the Board resolutions adopting School Fees, local agencies with development approval authority are prohibited from issuing a building permit for any construction absent certification by the District that any fee, charge and other requirement levied by the District, including the requirement to pay School Fees, has been satisfied, or that such payment is not required; and

WHEREAS, the Board recognizes that the recent business climate in Southern California and the nation has negatively impacted the economy in the community the District serves; and

WHEREAS, City of Anaheim ("City") recently adopted an Economic Stimulus Package to encourage residential development within its boundaries, which includes, but is not limited to a deferral of the collection of City's development fees until such time that the City issues certificate(s) of occupancy or approves final inspection(s) of the development, whichever is earlier; and

WHEREAS, in order to support the local economic stimulus efforts, the District desires to provide for the deferred collection of School Fees on residential development; and

WHEREAS, the District intends to allow such deferred collection of School Fees in accordance with the procedure and forms set forth in Exhibit "A" for all those developers or builders who apply for deferral of School Fees and meet the requirements of the procedure; and

WHEREAS, in order to facilitate the District's deferral of School Fees and the ultimate collection of such fees, the District intends to enter into memoranda of understanding ("MOUs"), in substantially the form attached hereto as Exhibit "B" with its feeder elementary school districts and the City of Anaheim with respect to residential development within District boundaries;

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED that:

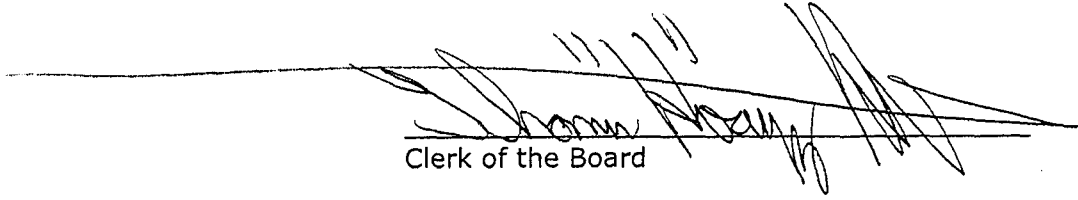
- SECTION 1 The foregoing recitals are true and correct.
- SECTION 2 The Board accepts and adopts the deferred collection of School Fees in accordance with the procedure and forms set forth in Exhibit "A" hereto ("School Fee Deferral Procedure"), which procedure and forms may subsequently be modified by the Superintendent or designee consistent with the overall goals and purposes of the Board and this Resolution, subject to final approval by the Board.
- SECTION 3 The Board authorizes the Superintendent or designee to negotiate, and modify as needed, the MOU attached hereto as Exhibit "B" with its feeder elementary school districts within district boundaries and the City of Anaheim, subject to final approval by the Board.
- SECTION 4 The Board further directs the Superintendent or designee to post on the District's website the School Fee Deferral Procedure and forms, as they now exist and as they may be modified by the Superintendent or designee and approved by the Board.
- SECTION 5 The Board further authorizes the Superintendent or designee to take any and all action necessary to accomplish the deferral of School Fees authorized by this Resolution, except where Board action is required by this Resolution.
- SECTION 6 The attached School Fee Deferral Procedure shall only apply to residential development located in the City of Anaheim, provided that the City enters into the MOU, attached hereto as Exhibit "B," with the District.
- SECTION 7 The attached School Fee Deferral Procedure shall only apply to School Fees levied by the District. The District shall continue to collect School Fees levied by each feeder elementary school district at the time of building permit, except with respect to those feeder elementary school districts that enter into the MOU, attached hereto as Exhibit "B," with the District.
- SECTION 8 The School Fee Deferral Procedure shall be effective immediately and continue through December 31, 2009, unless renewed by the Board prior to its expiration.

PASSED AND ADOPTED on January 22, 2009, by the following vote:

AYES: Trustees Piercy, Brandman, O'Neal, and Holguin

NOES: Trustee Smith

This is to certify that the foregoing document is a true copy of the Resolution of the Board of the Anaheim Union High School District of Orange County.

  
Clerk of the Board

**EXHIBIT "A"**



## SCHOOL FEE DEFERRAL PROCEDURE

In order to be eligible for the deferred collection of School Fees due on a development, and consistent with the authority granted by the Anaheim Union High School District Board of Trustees pursuant to Resolution No. \_\_\_\_\_, a developer/builder ("Developer") must meet the following terms and conditions and comply with the procedure below:

1. Application. The Developer must complete the "School Fee Deferral Application" attached hereto as Attachment No. 1, and submit the application to the District Superintendent or designee for review and approval. The Developer must submit additional supporting document that may be requested by the District.
2. Eligibility. The District shall review the application and determine whether the Developer is eligible for the deferral, based on type and location of development. In order for a Project to be eligible for deferred School Fees, it must be residential development located within a city that has entered into an MOU with the District regarding deferred School Fees. In addition, the District's approval of deferred School Fees applies only to the District's share of School Fees, and not to the feeder elementary school district's share of School Fees, unless that elementary school district has also agreed to defer collection of School Fees and enters into an MOU with the District.
3. Agreement. The District will provide the Developer with a "School Fee Deferral Agreement" attached hereto as Attachment No. 2 for consideration. In order to be eligible for deferred School Fees, the Agreement must be signed and notarized by the appropriately authorized representative of the Developer.
4. Certificate of Compliance. If the Superintendent or designee approves the application, and upon receipt of the executed School Fee Deferral Agreement, the District will issue the Developer a certificate of compliance pursuant to Education Code section 17260(b), indicating that the Developer's payment of School Fees has been deferred until the issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier.
5. Recording Agreement Against Property. District staff will record the fully executed School Fee Deferral Agreement against the Developer's property to provide notice to any subsequent property owners of the deferred school fee obligation.
6. Appeal Rights. If the Superintendent or designee does not approve an application for a deferral of School Fees, the Developer may appeal that decision, by submitting an appeal in writing to the District Superintendent, within ten (10) days of the denial of the application.
7. Payment of Deferred Fees/ Verification. Prior to, and as a condition of, issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, Developer must pay the deferred School Fees at the District office. **The amount paid by Developer must reflect the District's residential development fee amount in effect at the time of payment, and not the amount in effect at the time the building permit is issued.** Upon full payment of the deferred School Fees, the District will issue to the Developer a "Verification of Deferred School Fee Payment," which must be provided to the city prior to issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier.
8. Multiple Certificates of Occupancy/Final Inspection Approvals. School Fees must be paid each time a Developer is seeking a certificate of occupancy, whether temporary or permanent, or approval of final inspection for any portion of the Project. This may mean School Fees must be paid multiple times during the course of a Project, for those portions that are completed and ready for occupancy or final inspection.

**SCHOOL FEE DEFERRAL APPLICATION**

Pursuant to Resolution No. \_\_\_\_\_ of the Board of Trustees of the Anaheim Union High School District ("District"), I, \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ project ("Project") located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ do hereby apply for the deferral of the residential school fees that would be due to the District for the following Project:

- 1. Type of Residential Development:  
 Custom Home    Tract    Room Addition    Apartment    Senior Housing
- 2. Number of Residential Units \_\_\_\_\_
- 3. Total Residential Square Footage \_\_\_\_\_
- 4. Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_

By submitting this application, Developer certifies that the above-described information is true and correct. Developer also acknowledges that it has received a copy of the District's School Fee Deferral Agreement and wishes to enter into such Agreement based on the terms set forth therein. By executing such Agreement, Developer agrees that it will pay the residential development school fee amount due on the above described Project prior to, and as a condition of, the issuance of certificate(s) of occupancy or approval(s) of final inspection, whichever is earlier, for the Project described above. Developer also acknowledges receipt of the District's School Fee Deferral Procedure and agrees to comply with its terms and conditions. Any questions regarding this application should be directed to the District's Superintendent or Designee at (714) 999-3511.

**DEVELOPER:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attached: School Fee Deferral Agreement  
School Fee Deferral Procedure

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***DISTRICT USE ONLY:***

\_\_\_\_\_ Approved      \_\_\_\_\_ Denied

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Elementary District: \_\_\_\_\_ Participating in Deferral?        Yes        No

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Anaheim Union High School District  
501 Crescent Way, P.O. Box 3520  
Anaheim, CA 92803  
Attn: Superintendent

Fee Exempt: Govt. Code § 27383  
Documentary Transfer Tax: \$ None  
Revenue and Taxation Code 11922

**SCHOOL FEE DEFERRAL AGREEMENT**

Pursuant to Resolution No. \_\_\_\_\_ of the Board of Trustees of the Anaheim Union High School District ("District"), the District and \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ project ("Project") located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ do hereby enter into this School Fee Deferral Agreement ("Agreement") for the Project as of \_\_\_\_\_, 2009.

The District Board of Trustees has levied school impact fees ("School Fees") on the construction of residential development within the boundaries of the District pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.*, which fees are generally due at time of building permit. In consideration for the execution of this Agreement, the District agrees to immediately issue to the Developer certificates of compliance pursuant to Education Code section 17620(b) for the Project described herein in order to facilitate the Developer obtaining building permits for such Project. In exchange for these certificates of compliance, the Developer agrees to the following:

1. The Developer shall pay the School Fees due on the Project described below at the time the local agency with approval authority over development issues a certificate(s) of occupancy or approves final inspection(s), whichever is earlier. The Project consists of the following:

Type of Residential Development:

Custom Home    Tract    Room Addition    Apartment    Senior Housing

Number of Residential Units \_\_\_\_\_  
Total Residential Square Footage \_\_\_\_\_  
Other Square Footage in Project (Fees Not Deferred) \_\_\_\_\_

2. Only the above described Project shall be eligible for payment of School Fees at

the time of the issuance of certificate(s) of occupancy or approval(s) of final inspection of the individual units, whichever is earlier. Only residential square footage may be deferred under this Agreement.

3. The Developer shall pay the applicable School Fees for the Project in effect at the time of the issuance of certificate(s) of occupancy or approval(s) of final inspection. Developer understands that the amount of School Fees due at the time of issuance of certificate(s) of occupancy or approval(s) of final inspection, may be greater than the amount in effect at the time of this Agreement or at time of building permit.

4. This Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the Developer. As used in the foregoing, "successors" shall refer to the Developer's interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation. Developer shall provide the District with written notice prior to assigning or otherwise transferring the obligations of this Agreement to such a successor.

5. Upon execution by the parties, the District will record this Agreement against the Property to provide notice to any potential purchasers or successors-in-interest of the Property that School Fees must be paid prior to certificate(s) of occupancy or approval(s) of final inspection of the Property, whichever is earlier.

6. Developer acknowledges and agrees that Developer is responsible for making payment to the District at the time specified above, regardless of whether the local agency enforces such payment as a condition of issuance of a certificate(s) of occupancy or approval(s) of final inspection. Developer further agrees that failure to do so will result in a 5% penalty per month from the date the certificate(s) of occupancy is/are issued or the final inspection(s) is/are approved, whichever is earlier.

7. Developer acknowledges and agrees that it shall be liable for the payment of all attorneys' fees, costs, and any other damages resulting from Developer's failure to comply with the provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this Agreement, as of the day and year first written above.

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**DISTRICT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF CALIFORNIA            )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_ 2009 before me, \_\_\_\_\_ Notary Public,  
personally appeared \_\_\_\_\_, personally known to me to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "B"**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ANAHEIM UNION HIGH SCHOOL DISTRICT,  
THE CITY OF \_\_\_\_\_, AND  
ELEMENTARY SCHOOL DISTRICT(S)  
REGARDING DEFERRAL OF SCHOOL FEES**

This Memorandum of Understanding ("MOU") is made on this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the ANAHEIM UNION HIGH SCHOOL DISTRICT ("AUHSD"), the City of \_\_\_\_\_ ("City"), and the elementary school district listed as a signatory below ("ESD").

**RECITALS**

**WHEREAS**, AUHSD and ESD are public school districts in the State of California and are responsible for the construction and operation of schools within their respective boundaries; and

**WHEREAS**, the City is a municipal corporation with development approval authority over new residential and commercial developments within its boundaries; and

**WHEREAS**, AUHSD and ESD have levied school facilities impact fees ("School Fees") on all residential and commercial development within their respective boundaries pursuant to Government Code section 65995 *et seq.* and Education Code section 17620 *et seq.* and in accordance with their adopted school fee justification studies and Board resolutions; and

**WHEREAS**, such School Fees are collected by AUHSD, on behalf of itself and ESD, prior to the issuance of a certificate of compliance by AUHSD, which certificate is required prior to issuance of a building permit by the City; and

**WHEREAS**, AUHSD and ESD desire to support local economic stimulus efforts by deferring the collection of residential School Fees until such time that the City either issues certificate(s) of occupancy or approves the final inspection(s) of such development, whichever is earlier; and

**WHEREAS**, in order to mutually assist each other in the implementation of this deferral of School Fees and the furtherance of economic stimulus efforts, the parties agree to abide by the terms and conditions of this MOU.

**NOW, THEREFORE**, based upon the mutual promises contained herein, and for good and valuable consideration, it is agreed by and between the parties as follows:

## AGREEMENT

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Purpose and Intent. The parties' purpose in entering into this MOU is to cooperate and collaborate to the maximum extent feasible, in order to mutually assist each other in the implementation of a School Fee deferral program and in furtherance of local economic stimulus efforts.

3. AUHSD and ESD Obligations. In accordance with AUHSD Resolution No. \_\_\_\_\_ and ESD Resolution No. \_\_\_\_\_, as applicable, the AUHSD and ESD agree to allow the deferral of School Fees for residential developments within their mutual boundaries as set forth in the procedures the AUHSD and ESD have approved to implement the above described resolution(s). For the residential developments which have been approved by AUHSD for a School Fee deferral as described above, upon payment of deferred School Fees, AUHSD shall sign and forward to the City a Verification of Deferred School Fee Payment (in the form attached hereto as Exhibit "1") for the units which have paid the appropriate School Fees.

4. City Obligations. The City expressly agrees that it will not issue a certificate of occupancy and/or approve a final inspection for any portion of any residential development within the boundaries of the AUHSD and ESD unless and until it confirms that School Fees have been paid to AUHSD, either at the time of building permit, or on a deferral basis as confirmed by the Verification of Deferred School Fee Payment, attached hereto as Exhibit "1," for that portion of the Project. Prior to issuing the certificate(s) of occupancy or approval(s) of final inspection based on deferred payment, the City shall verify that the development information contained in Verification of Deferred School Fee Payment is accurate and shall contact the District with any questions regarding accuracy.

5. Effective Date. Following approval of this MOU by the parties, this MOU shall be effective upon execution by the parties, through December 31, 2009. Prior to January 1, 2010, and annually thereafter, this MOU may be renewed upon mutual agreement of the parties.

6. Amendment. This Memorandum shall not be amended without the prior written consent of each party.

7. Elementary School District Participation. Each ESD shall be provided the opportunity to accept or reject the deferred collection of its share of School Fees. AUHSD shall continue to collect School Fees at the time of building permit for any ESD that does not wish to



defer collection of School Fees. The ESD's determination in this regard shall be indicated below. If multiple ESDs exist with the boundaries of both the City and AUHSD, each ESD's participation or nonparticipation shall be indicated on separate counterpart signature pages to this MOU.

8. Indemnification and Attorneys Fees. City agrees to hold harmless and indemnify AUHSD, its officers, employees or agents, from and against any liabilities, claims, costs and expenses, including attorneys fees and legal costs, resulting from the City's failure to comply with the provisions of this MOU.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU on the day and year first above written.

CITY OF \_\_\_\_\_

ANAHEIM UNION HIGH SCHOOL DIST.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**Participation by \_\_\_\_\_ Elementary School District ("ESD"):**

ESD wishes to defer collection of its share of School Fees and agrees with the provisions of the MOU, as set forth above, and with the AUHSD's Deferred School Fee Procedure.

or

ESD does not wish to defer collection of school fees as set forth above. Instead, AUHSD should continue to collect school fees on behalf of ESD at time of building permit and prior to issuance of a certificate of compliance.

\_\_\_\_\_ ELEMENTARY SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "1"**

**TO**

**MEMORANDUM OF UNDERSTANDING**

**Anaheim Union High School District**  
**VERIFICATION OF DEFERRED SCHOOL FEE PAYMENT**

Required Prior to Issuance of Certificate(s) of Occupancy/Approval(s) of Final Inspection

The Anaheim Union High School District hereby verifies that \_\_\_\_\_, the developer/builder ("Developer") of the \_\_\_\_\_ Project located at \_\_\_\_\_, consisting of APN(s) \_\_\_\_\_ paid the school fees for the Project as described below:

1. Certificate of Compliance Information
  - a. Receipt # and Date: \_\_\_\_\_
  - b. Total Square Footage in Project: \_\_\_\_\_
  - c. Residential Square Footage (Fees Deferred): \_\_\_\_\_
  - d. Other Square Footage (Fees Not Deferred): \_\_\_\_\_
  
2. Total Deferred Residential Square Footage (from 1.c above): \_\_\_\_\_
  - a. Deferred Square Footage Previously Paid: \_\_\_\_\_
  - b. Date(s) of Verification (attach page if needed): \_\_\_\_\_
  
3. Current Payment on Deferred Square Footage
  - a. Residential Square Footage: \_\_\_\_\_
  - b. Current Residential School Fee Rate: \$ \_\_\_\_\_  
(adjusted per arrangement with Elementary District)
  - c. Current School Fee Amount Due: \$ \_\_\_\_\_
  - d. Amount Paid: \$ \_\_\_\_\_
  - e. Date Paid: \_\_\_\_\_
  - f. Check Number: \_\_\_\_\_
  
4. Remaining Deferred Residential Square Footage in Project (w/o Certificate(s) of Occupancy) \_\_\_\_\_

In accordance with the MOU dated \_\_\_\_\_ between the City and the District, the District hereby verifies that the Developer has paid the deferred school fees described above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**NOTICE TO CITY:** Prior to issuing certificate(s) of occupancy or approval(s) of final inspection, please verify that the development information describe above is accurate. If there are any questions regarding accuracy, please contact \_\_\_\_\_ at the District at (714) \_\_\_\_\_.