
AGENCY AGREEMENT

by and between

**WILLIAM S. HART JOINT SCHOOL FINANCING AUTHORITY
(Lessor)**

and

**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
(Lessee)**

RELATING TO

**\$ _____
WILLIAM S. HART JOINT SCHOOL FINANCING AUTHORITY
LEASE REVENUE BONDS, SERIES 2018**

Dated as of _____ 1, 2018

AGENCY AGREEMENT

THIS AGENCY AGREEMENT, dated and entered into as of _____ 1, 2018, by and between the **WILLIAM S. HART JOINT SCHOOL FINANCING AUTHORITY**, a joint powers authority organized and existing under the laws of the State of California and that certain "Joint Exercise of Powers Agreement Creating the William S. Hart Joint School Financing Authority" ("Joint Powers Agreement") by and between William S. Hart Union High School District and Community Facilities District No. 88-4 of the William S. Hart Union High School District, dated as of November 9, 1994 ("Authority"), and the **WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**, a public school district duly organized and existing under the laws of the State of California ("District").

WITNESSETH:

WHEREAS, the Authority intends to assist the District in financing the design, acquisition, construction, installation, improvement, and equipping of certain schools and support facilities and land necessary for certain of such facilities as described in the Lease Agreement between the Authority and the District ("Project");

WHEREAS, the Authority and the District have agreed to apply the proceeds of the William S. Hart Joint School Financing Authority Lease Revenue Bonds, Series 2018 ("Bonds") to finance the Project as part of the terms of the Lease Agreement, by and between the Authority and the District, dated as of _____ 1, 2018 ("Lease Agreement");

WHEREAS, it is in the interests of the parties hereto that the Authority appoint the District as its agent for the purposes of applying the proceeds of the Bonds to and completing the Project, and the Authority has agreed in the Lease Agreement to appoint the District as its agent for said purposes; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agency Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agency Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND OF THE MUTUAL COVENANTS HEREIN CONTAINED AND FOR OTHER VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Section 1. Definitions. Capitalized terms used in this Agency Agreement shall have the meanings given them in the Lease Agreement or in the Trust Agreement, dated as of _____ 1, 2018 (“Trust Agreement”), by and between the Authority and Zions Bank, a Division of ZB, N.A., as Trustee (“Trustee”), unless otherwise defined herein or unless the context clearly requires otherwise.

Section 2. Appointment of District. The Authority hereby appoints the District as its agent to apply the proceeds of the Bonds for all phases of design, acquisition, construction, installation and completion of the Project, including the making and administration of any contracts necessary for such purposes. The District, as agent of the Authority, assumes all rights, liabilities, duties and responsibilities of the Authority regarding application of the Bond proceeds for, and the completion of the Project, except as limited herein. The Bond proceeds shall be applied to the Project and the Project shall be completed in all respects in accordance with the provisions of this Agency Agreement, the Lease Agreement, and the Trust Agreement.

Section 3. Enforcement of Contracts. The Authority hereby assigns to the District all rights and powers to enforce in its own name or in the name of the Authority, such contracts as are required for financing or the completion of the Project which enforcement may be at law or in equity; provided, however, that this assignment by the Authority shall not prevent the Authority from asserting said rights and powers in its own behalf.

Section 4. Release and Indemnification Covenants. The District shall and hereby agrees to indemnify and save the Authority and Trustee (who is expressly declared a third-party beneficiary) against and from claims, losses and damages, including legal fees and expenses, arising out of (i) the construction management of the Project by the District, (ii) any breach or default on the part of the District in the performance of any of its obligations under this Agency Agreement, (iii) any act of negligence of the District or any assignee or sublessee or of any of its agents, contractors, servants, employees or licensees with respect to the construction of the Project, or (iv) the completion of the Project by the District or its assignees, sublessees, employees, contractors or licensees. No indemnification is made under this Section 4 or elsewhere in this Agency Agreement for willful misconduct, negligence, or breach of duty under this Agency Agreement by the Authority, its directors, officers, agents, employees, successors or assigns. The provisions of this Section 4 shall survive the termination of this Agreement and the completion of the Project.

Section 5. No Obligation of Trustee to Perform. The Trustee shall not be obligated to assume or perform any obligation of the District hereunder.

Section 6. Effective Date. This Agency Agreement shall become effective as of the date and year first above written.

Section 7. Governing Law. This Agency Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 8. **Amendments and Modifications.** This Agency Agreement, and the rights and obligations of the District, Authority and the Trustee hereunder, may be amended or modified at any time by an amendment, which shall become binding up execution by the District, Authority and the Trustee.

Section 9. **Third-Party Beneficiary.** The Trustee is explicitly recognized as being a third-party beneficiary under this Agency Agreement and may enforce any right, remedy or claim conferred upon, given or granted to it hereunder.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Authority and the District have caused this Agency Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

“AUTHORITY”

**WILLIAM S. HART JOINT SCHOOL
FINANCING AUTHORITY**

By: _____
Authority Representative

“DISTRICT”

**WILLIAM S. HART UNION HIGH SCHOOL
DISTRICT**

By: _____
District Representative