

RESOLUTION NO. 2617

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TOLLESON AND TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17 FOR THE FUNDING AND OPERATION OF THE DISTRICT PRESCHOOL PROGRAM AND THE CITY'S USE OF DISTRICT FACILITIES FOR AFTER-SCHOOL PROGRAMS, YOUTH SPORTS, AND SPECIAL EVENTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

WHEREAS, pursuant to A.R.S. § 11-951 et seq., public agencies may enter into intergovernmental agreements for joint or cooperative action; and

WHEREAS, the Tolleson Elementary School District provides a licensed, high-quality preschool program at its Arizona Desert and Porfirio H. Gonzales elementary school campuses, and the continuation of this program depends on alternative funding sources; and

WHEREAS, the City of Tolleson recognizes the community benefit of early childhood education and has committed to contribute \$400,000 in funding to support the preschool program, thereby investing in the City's children and future; and

WHEREAS, the District owns and maintains facilities and fields, and through this Agreement grants the City use of those facilities for after-school programs, youth sports, and community events that benefit residents; and

WHEREAS, the Mayor and Council find that this Agreement will enhance educational and recreational opportunities for the children and families of Tolleson and is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Intergovernmental Agreement between the City of Tolleson and Tolleson Elementary School District No. 17, providing \$400,000 in City funding for the District's preschool program and granting City use of District facilities for after-school programs, youth sports, and special events, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Intergovernmental Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 9th day of September, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2617

[Intergovernmental Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF TOLLESON, ARIZONA
AND TOLLESON ELEMENTARY SCHOOL DISTRICT NO. 17**

This Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2025, between the City of Tolleson (the “City”), an Arizona municipal corporation, and Tolleson Elementary School District No. 17 (the “District”) of Maricopa County, Arizona, a political subdivision of the State of Arizona, hereinafter collectively referred to as the “Parties.”

RECITALS

- A. Pursuant to A.R.S. § 11-951 et seq., City and District may contract for services or jointly exercise any powers common to the contracting parties and may enter into intergovernmental agreements with one another for joint or cooperative action;
- B. City is authorized by A.R.S. §§ 15-364 to enter into this Agreement;
- C. School District is authorized by A.R.S. §15-1141 and A.R.S. §15-1142 to provide educational programs to preschool children as part of a community school program;
- D. District currently provides a state licensed, high-quality preschool program at its Arizona Desert and Porfirio H. Gonzales elementary school campuses, however, continuation of the current preschool program depends on identifying alternative funding sources to replace recent funding losses;
- E. City has allocated funding for community educational and care programs and recognizes the immense public benefit of quality early childcare, which has been shown to have long-term positive impacts on future educational attainment, employment, health, and public responsibility;
- F. City prioritizes investment in the community’s children, who represent the future of an economically, socially, and culturally prosperous and sustainable City of Tolleson; and
- G. District owns and maintains certain facilities and fields, and District wishes to provide for the City’s use of those facilities and fields for after-school program, youth sports, and special events that benefit the community.

NOW, THEREFORE, in consideration of the above recitals and mutual promises set forth below, the Parties agree as follows:

1. District Preschool Program. District shall continue to operate its current preschool program (“Preschool Program”) at the Arizona Desert Elementary School and Porfirio H. Gonzales Elementary School campuses. The Preschool Program shall operate from July 30, 2025 through May 22, 2026, on a schedule generally aligned with the District school year calendar.

- 1.1. For the duration of this Agreement (“Term”), District shall ensure that the Preschool Program complies with all state laws, rules, and regulations pertaining to operation of preschools, including licensing through the Arizona Department of Health Services.
 - 1.2. In accordance with its professional judgment and applicable laws, rules, and regulations, District shall take all necessary and appropriate actions to implement and maintain the Preschool Program that will provide high-quality early development learning opportunities for enrolled children, including appropriate teacher qualifications and training, appropriate teacher-child ratios, a curriculum that supports milestones and learning objectives, and availability of adequate equipment, materials, resources, and facilities.
 - 1.3. Children who are residents of the City of Tolleson shall be given preference in the enrollment process.
 - 1.4. District will appear at a regularly scheduled Council Meeting at least once during the Term and present to the City Council information outlining the Preschool Program, including its enrollment numbers, curriculum, highlights and achievements during the Term.
2. License for Use of District Facilities, Fields, and Parking Lots. District hereby grants a revocable, non-exclusive, license to City subject to the covenants and conditions of this Agreement (“License”). As set forth below, this License grants City, its invitees, and guests the use of certain District facilities and sports fields for the purpose of providing an after-school recreational program for District students (“City Program”), organized youth sports programs sponsored or sanctioned by City (“Sports Program”), and City special events (“Special Events”), all funded, administered, and operated by the City.
 - 2.1. City Program. The License encompasses facilities for use in the City Program. After scheduling for District uses, District will give City first priority for the use of cafeterias, classroom space, playgrounds, baseball and soccer fields, gymnasiums, and secured storage space at the Arizona Desert and Porfirio H. Gonzales elementary school campuses, as available and designated by District (“Facilities”). Additionally, City shall have access to and use of parking areas, as designated by District, for the benefit of City staff, its invitees, and guests participating in City Program and only during the time the Facilities are being used for City Program. District will endeavor in good faith to provide two classrooms at each campus as classroom space. The secured storage space shall consist of approximately 150 sq.ft. and 300 sq.ft at the Arizona Desert and Porfirio H. Gonzales campuses, respectively.
 - 2.1.1. Enrollment in the City Program shall be limited to District students.
 - 2.1.2. City will ensure that the City Program complies with all applicable laws, rules, and regulations and provides appropriate supervision, staff-student ratios, staff qualifications and training, and enrichment activities.
 - 2.1.3. City will collaborate with District in training City Program staff on the District’s strategic plan, priorities, and Kids at Hope Framework.
 - 2.1.4. City will appear at a regularly scheduled District Governing Board Meeting at least once during the Term to present information outlining the City Program,

including its enrollment numbers, highlights, and achievements during the Term.

- 2.2. Sports Program. The License encompasses the Arizona Desert Elementary School gymnasium, baseball and soccer fields, not including any concession stands (collectively, “Fields”) for operation of the Sports Program. Additionally, the City shall have access to and use of adjacent parking for the benefit of City staff, its invitees, and guests participating in the Sports Program and only during the time Fields are being used for the Sports Program. If City receives compensation from a third-party entity in connection with the Sports Program, City and District shall work to determine appropriate compensation to be paid by City to District for such use. Nevertheless, nothing in this Agreement shall be construed to require City to charge any third-party entity for participation, involvement, or coordination of Sports Program.
- 2.3. Special Events. City shall have access to and use of the Tolleson Elementary School District Office parking lot (“District Office Parking Lot”) for the benefit of City staff, its invitees, and guests participating in City Special Events for a reasonable amount of time before and after the Special Events, regardless of the Special Event location.
- 2.4. City Program Facilities Schedule. As soon as practicable after execution of this Agreement, the Parties shall develop a master schedule of the days and times that City shall have access to and use of the Facilities, which shall include, at a minimum, the following: after 3:15 pm on regular school days; after 1:15 pm on early release days (9/17, 10/15, 11/5, 12/3, 1/7, 2/25, 3/25, 4/15, 5/6); and after 11:15 am on half days (10/2, 10/3, 12/19, 3/5, 3/6, 5/22).
- 2.5. Sports Program Fields Schedule. As soon as practicable after execution of this Agreement, the Parties shall develop a master schedule of the non-school days and times that the City may have access to and use of the Fields. On school days, City shall have access to use of the Fields after 6pm for the Sports Program. District uses, whether during school days and hours or not, shall take priority over City use. After scheduling for District uses, District will give City first priority for use of the Fields. District may, in its discretion, decline to allow any City use. Nevertheless, District will exercise its discretion in good faith and provide City a reasonable basis for denial when exercising its discretion. Summarily, the master schedule will include, but not be limited to, City having use of the baseball field at Arizona Desert Elementary School January 19-February 6, 2026: Monday-Friday 6:00 pm to 9:00 pm; and February 9-June 26, 2026: Monday-Friday 6:00 pm to 9:00 pm and Saturdays 8:00 am to 8:00 pm.
- 2.6. Special Event Schedule. As soon as practicable after execution of this Agreement, the Parties shall develop a master schedule of days, times, and locations that City may have access to and use of the District Office Parking Lot for Special Events. District uses, whether during school days and hours or not, shall take priority over City use. After scheduling for District uses, the District will give City first priority for use of the District Office Parking Lot. District may, in its discretion, decline to allow any

City use. Nevertheless, District will exercise its discretion in good faith and provide City a reasonable basis for denial when exercising its discretion.

- 2.7. Scheduling Changes. The Parties will cooperate to seek a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in rescheduling will be to maintain both Parties' program continuity, to give adequate notification of scheduling changes and, where necessary, to relocate programming. Nevertheless, District use of the Facilities, Fields, and District Office Parking Lot shall take priority in any unavoidable conflicts of scheduling.
- 2.8. Restoration after Use. Upon cessation of any periodic use by City, City will restore the Facilities, Fields, or District Office Parking Lot to the condition the City found them in at the initiation of their use, including providing any custodial services or clean-up required to leave the respective Facilities, Fields, and District Office Parking Lot in a neat and orderly condition. Nevertheless, District shall be responsible for the continued routine custodial maintenance, upkeep, repair, and capital improvements of the Facilities, Fields, and District Office Parking Lot to ensure they are clean, safe, and functional for their intended purpose.
- 2.9. Fields Maintenance, Repair, and Operation Costs. The Parties will share the costs of general maintenance and repair of the Fields, including turf replacement required due to normal wear and tear, in an equitable manner based upon the ratio of each Party's actual hours of use of the Fields. Furthermore, the Parties will share the electricity costs for the Fields in an equitable manner based upon the ratio of each Party's actual use. District shall invoice City at least quarterly, and City shall pay all undisputed amounts on such invoices within thirty (30) days of receipt.
- 2.10. District Policies. City shall ensure that its employees, invitees, and guests comply with all applicable rules, regulations, and policies of District for the use of the Facilities, Fields, or District Office Parking Lot and any reasonable conditions imposed by District upon such use. In accordance with District policy, no alcohol, smoking, or weapons shall be permitted on District property at any time.
- 2.11. Non-interference. Notwithstanding any covenant or condition contained in this Agreement, City agrees that its use of the Facilities, Fields, or District Office Parking Lot will not interfere with District's usual conduct of its business, nor be inconsistent with the intended and normal use of the Facilities, Fields, or District Office Parking Lot.
- 2.12. Supervision and Security. City will provide necessary and appropriate supervision and security for all activities it conducts at the Facilities, Fields, or District Office Parking Lot and be responsible for the expenses of same.
- 2.13. Points of Contact. The Parties designate the following as primary contacts for the implementation and coordination of the programs, activities, and uses referenced within this Agreement:
For the District: The Assistant Superintendent of Educational Services or Curriculum Support Specialist for matters pertaining to after-school programs; and the Director of Maintenance and Operations for operational matters.

For the City: The Director of Parks and Recreation or the Afterschool Coordinator for matters pertaining to the after-school programs; and the Director of Parks and Recreation or Youth Sports Coordinator for matters pertaining to the Sports Program.

3. Preschool Program Funding. City shall disperse on a biannual basis, the first payment upon execution of this Agreement and the second payment by January 15, Two-hundred Thousand Dollars (\$200,000) to the District, for a total of Four-hundred Thousand Dollars (\$400,000) as a contribution to fund the Preschool Program (“Preschool Program Funds”). The Preschool Program Funds shall be restricted and appropriated solely for District’s expenditures incurred in the administration and operation of the Preschool Program during the Term of this Agreement. If Preschool Program Funds remain unexpended at the end of the school year, District may utilize the unexpended funds, not to exceed Forty-Thousand Dollars (\$40,000), for expenses directly related to District’s before school enrichment programs.
 - 3.1. Accounting. District shall deliver to City a written itemized report showing District’s actual expenditures of Preschool Program Funds for the Preschool Program at least biannually, the first report by January 1, and the second by May 1. In the event District’s actual expenditures on the Preschool Program are less than the Preschool Program Funds minus the amount of Preschool Program Funds obligated for District’s before school enrichment program expenses, District shall refund to City the difference within thirty (30) days.
 - 3.2. Records. District agrees to keep sufficient records to document its adherence to applicable local, state, and federal laws, rules and regulations pertaining to the Preschool Program and expenditure of public monies, along with documentation and records of all receipts and expenditures of the Preschool Program Funds.
 - 3.3. Right to Audit. City or its representatives shall have the right to investigate, examine, and audit with a thirty (30) day notice any and all such records relating to operation of the Preschool Program by District under this Agreement. If, as a result of any audit, it is determined that District misused, misapplied or misappropriated all or any part of the Preschool Program Funds, District agrees to reimburse City the amount of such monies so misused, misapplied or misappropriated.
 - 3.4. Promotion. District will collaborate with City to recognize City’s and taxpayers’ financial contribution to the Preschool Program in the form of individual and joint press releases, social media and website promotion, and other forms of appropriate publicity.
4. Term. This Agreement shall be for a period of one (1) year commencing on July 1, 2025, and expiring June 30, 2026, unless terminated pursuant to Section 13. Prior to expiration of the Agreement, City and District shall meet to determine whether there is mutual agreement to extend the Agreement for one or more additional years.
5. Repair of Damage to Facilities, Fields, or District Office Parking Lot. Excepting wear and tear, City shall be responsible for the cost to repair any property damage to the Facilities,

Fields, or District Office Parking Lot directly caused by the City's use of same for City Program, Sports Program, or Special Events.

- 5.1. Reporting. City shall make a reasonable effort to inspect Facilities, Fields, and District Office Parking Lot for safety conditions and for damage at the beginning and end of each period of use. City shall promptly notify District of any damage to the Facilities, Fields, or District Office Parking Lot during City's use. District, upon discovering any damages reasonably believed to be caused by City use, if not already reported, shall notify City in writing of the damages, and shall provide a written estimate of the cost of repairs.
- 5.2. Repair. If it is determined that damages occurred during City use, District shall provide to City an estimate of the cost to repair the damage attributed to City's use. City shall have the option of either paying District for the cost of repair or, upon approval by District, performing the repair itself with the use of its own contractors or staff. If City elects the former or District does not agree to allow City to perform the repair itself, District shall invoice City for the actual, reasonable costs of repair. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to such repairs. City shall pay any uncontested invoices or make such repair itself within thirty (30) days of receipt or notice.
- 5.3. Contesting damage/invoice. City may disagree and object to any items of damage, the causes thereof, or any related information or costs estimated in the invoice. Said contest must be made in writing within ten (10) business days after receipt of invoice or the contest is waived by City. Upon timely notice of disagreement, City may decline to pay a request for reimbursement until the dispute is resolved. Disputes will be resolved pursuant to Section 23.

6. Insurance.

- 6.1. Each of the parties shall secure and maintain during the life of this agreement: statutory worker's compensation insurance with employer's liability policy limits in the amount of \$1,000,000 for each incident for bodily injury, \$1,000,000 for bodily injury by disease, and \$1,000,000 for each employee for bodily injury by disease; commercial general liability insurance, including contractual liability for assumption of the tort liability under this agreement, and personal injury liability, with limits of not less than \$2,000,000 per occurrence; and commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident. Each party shall retain the option of discharging this obligation by means of funded self-insurance, or by membership and participation in a statutorily authorized public-entity insurance pool. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for not less than two (2) years.

- 6.2. District shall maintain property insurance coverage protecting the Facilities, Fields, and District Office Parking Lot and any District personal property against all risk of physical damage and loss for its full replacement cost. City shall obtain similar coverage for the personal property it maintains or utilizes at the Facilities, Fields, or District Office Parking Lot. District and City hereby mutually waive their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties with the exception that District shall be entitled to any insurance proceeds received for damage loss to the Facilities, Fields, or District Office Parking Lot if the funds are not used to repair or rebuild same. City and District shall provide at least thirty (30) days' notice of cancellation or material change in coverage. Each party shall list the other Party as an additional insured on all applicable insurance policies.
- 6.3. District's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in response to the acts and omissions of its employees and its operation of the Facilities, Fields, and District Office Parking Lot. City's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in response to the acts and omissions of its employees and its use of the Facilities, Fields, or District Office Parking Lot.

7. Hold Harmless and Indemnification.

- 7.1. To the extent permitted by law, the City shall defend, indemnify and hold harmless the District, its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of the District, and including, but not limited to, workers' compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the City, its officers, employees, agents, consultants, contractors or subcontractors. This paragraph shall survive the expiration or termination of the Agreement.
- 7.2. To the extent permitted by law, the District shall defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of the City, and including, but not limited to, workers' compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the District, its officers, employees, agents, students, guests, consultants, contractors or subcontractors. This paragraph shall survive the expiration or termination of the Agreement.

- 7.3. In the event of any third-party legal action against both the District and the City, the parties agree to discuss and analyze the benefits of a common, mutual defense.

8. Termination for Cause.

In the event that a Party fails to observe or perform any of the covenants, conditions and terms of this Agreement which are required to be observed or performed, where such failure shall continue for a period of thirty (30) days after written notice thereof from the non-defaulting party, then the non-defaulting party may immediately terminate this Agreement or proceed with whatever steps the non-defaulting party may deem necessary in order to enforce the rights and remedies available to the non-defaulting party under this Agreement, at law or equity, including, without limitation, the right of specific performance of this Agreement or the right to recover its damages from the defaulting party.

9. Assignment. This Agreement and the rights accorded to and the obligations required of the parties hereunder shall not be assigned, delegated, granted, conveyed or otherwise transferred to any third party without the express, written consent of the other party, and such assignment, delegation, grant, conveyance, or other transfer made by a party without the consent of the other party shall be deemed void and shall constitute good cause for the termination of this Agreement and the rights granted hereunder.
10. Nature of License to Use. The revocable license granted herein to the City is expressly intended not to run with the land or be appurtenant to the land upon which the District property is located but is expressly intended to be personal for the benefit of the City for the limited purposes stated herein.
11. No Third-Party Beneficiaries. Failure to comply with the terms of this Agreement shall not provide the basis of any third-party action against either of the parties, and there are no third-party beneficiaries of this Agreement.
12. Lack of Funding. If funding is not available to either of the Parties to discharge its financial obligations pursuant to this Agreement, the Parties shall attempt to renegotiate the terms of this Agreement related to payment to establish or identify a source of funding for its payment obligations as set forth in this Agreement.
13. Notice. Whenever a notice or other communication is required or permitted to be given, it shall be given in writing and delivered personally, or delivered by the postal service, certified mail, return receipt requested, to the other party at the address indicated below, or at such other address as may be designated by either party:

If to City: City of Tolleson

Attn: Crystal Zamora, City Clerk
9055 West Van Buren Street
Tolleson, Arizona 85353

With a Copy to: Pierce Coleman PLLC
Attn: Justin Pierce, City Attorney
2812 North Norwalk, Suite 107
Mesa, Arizona 85215

If to School District: Tolleson Elementary School District
Attn: Gisselle Herrera, Superintendent
9261 West Van Buren Street
Tolleson, Arizona 85353

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
15. Conflict of Interest. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
16. Israel. The parties hereby warrant and represent that they are not currently engaged in and agree for the duration of this Agreement, not to engage in a boycott of Israel as proscribed by A.R.S. § 35-393.01 et seq.
17. Workers' Compensation. In accordance with A.R.S. § 23-1022(E), both the City and the District shall post and maintain the following notice:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purpose of Workers' Compensation.”

Notwithstanding anything to the contrary in A.R.S. § 23-1022, employees of one party to this Agreement shall not perform any work under the jurisdiction or control of the other party. Each party shall be solely liable for any workers' compensation benefits, which may accrue for the benefit of such party's employees.
18. Entire Agreement. This Agreement contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained or referenced herein, and any amendment or modifications of this Agreement shall be made only in writing and signed by the parties to this Agreement.
19. Invalidity of Part of the Agreement. The parties agree that should any part of this agreement be held to be invalid or void, the remainder of the agreement shall remain in full force and effect and shall be binding upon the parties.

20. Governing Law. This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing the intergovernmental agency agreements and mandatory contract provisions of state agencies required by statute or executive order.
21. Compliance with Federal Immigration Laws and Regulations. Each party warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A). Each party acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that either party retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
22. Compliance with Non-Discrimination Laws. The City and the District shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 75-5, which mandates that all persons, regardless of race, color, religion, sex, national origin, or political affiliation, shall have equal access to employment opportunities. The City and the District shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.
23. Dispute Resolution Notice. The Parties agree to make all reasonable efforts to resolve disputes arising under this Agreement. As a condition precedent to submission of a dispute to mediation or arbitration under this paragraph, the City Manager and District Superintendent, or their respective designees, shall meet and in a good-faith effort attempt to settle any disputes. Upon written request by either party, a dispute may be submitted to mediation with a trained and neutral mediator. If the parties mutually agree, claims, disputes, or other matters in question may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing their names on the day and date first written above. The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of the Parties.

CITY OF TOLLESON

TOLLESON ELEMENTARY SCHOOL
DISTRICT NO. 17

By: _____
City Manager

By: _____
Superintendent

APPROVAL OF SCHOOL DISTRICT AND ATTORNEYS

The Undersigned hereby state that each has reviewed the proposed Intergovernmental Agreement between the City of Tolleson and the Tolleson Elementary School District No. 17, and do declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By: _____
City Attorney

By: _____
School District Attorney

Date

Date