

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF GOODYEAR AND THE CITY OF LITCHFIELD PARK
FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES**

The original Agreement, entered into on June 28, 2010 pursuant to A.R.S. § 11-951 et seq. and recorded in the office of the Maricopa County Recorder on June 29, 2010 (Recorder's No. 104406-15-1-1) between the City of Goodyear, an Arizona municipal corporation ("Goodyear") and the City of Litchfield Park, an Arizona municipal corporation ("Litchfield Park"), is hereby amended as follows.

Goodyear and Litchfield Park agree to amend paragraph 12.C. of the Agreement to read as follows:

12. **Fire Code Enforcement.**

C. Fire Code. Litchfield Park shall adopt the fire code and fee schedules as are consistent with those adopted by Goodyear. Litchfield Park may adopt any local amendments adopted by Goodyear. Litchfield Park shall notify Goodyear when it requires fire code plan review and inspections and shall pay for such services as stated in the Cooperative Field Inspection/Plan Review Rate Agreement through the Mutual Assistance Intergovernmental Agreement (City of Litchfield Park, Resolution 09-298 and City of Goodyear, Resolution 10-1362). Should the Cooperative Field Inspection/Plan Review Rate Agreement expire or otherwise be terminated, Litchfield Park agrees to pay for plan review and inspections at Goodyear's standard adopted rate structure. Nothing in this paragraph shall prohibit Litchfield Park from performing its own fire code plan review.

All other provisions of the Agreement shall remain unchanged

IN WITNESS WHEREOF, Goodyear and Litchfield Park hereto have executed this Agreement.

City of Litchfield Park,
an Arizona municipal corporation

City of Goodyear,
an Arizona municipal corporation

Thomas L. Schoaf, Mayor Date

Brian Dalke, City Manager Date

ATTEST:

City Clerk

City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned City Attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients, and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Curtis, Goodwin, Sullivan, Udall &
Schwab, P.L.C., City Attorneys
By: Susan D. Goodwin

Roric Massey, City Attorney
City of Goodyear