

**FIRST AMENDMENT  
TO  
ARIZONA COMPLETE HEALTH  
AVONDALE RESOURCE CENTER  
REVOCABLE LICENSE AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
ADELANTE HEALTHCARE, INC.**

THIS FIRST AMENDMENT TO REVOCABLE LICENSE AGREEMENT (this “First Amendment”) is entered into as of the date signed below, between the City of Avondale, an Arizona municipal corporation (the “Grantor”), and **ADELANTE HEALTHCARE, INC.**, an Arizona Corporation (the “Grantee”).

RECITALS

A. The City and the Grantee entered into Revocable License Agreement No. 21-316C, dated September 7, 2021 for Grantee to grant Grantee office space in the Resource Center, and a temporary non-exclusive revocable license over a portion of the Grantor Property for purpose of providing services to the community (WIC) (the “Agreement”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

B. The City has determined that additional Services by the Grantee are necessary (the “Additional Services”).

C. The City and the Grantee desire to enter into this First Amendment to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Grantee hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2023 unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this First Amendment, the Grantee affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Grantee

claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

4. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

5. Federally Funded Purchases. When Federal funds are used to fund the purchase of goods and services, 2CFR PART 200 and other applicable federal terms and conditions shall apply.

6. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Cherlene Penilla, Acting City Manager

With copies to: City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: Procurement Division

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323  
Attn: City Attorney

If to Grantee: **ADELANTE HEALTHCARE, INC.**  
3033 North Central Avenue, Suite 145  
Phoenix, Arizona 85012  
Attn: Pedro Cons, CEO


or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

**“Grantor”**

CITY OF AVONDALE,  
an Arizona municipal corporation

  
Cherlene Penilla (Sep 22, 2022 13:35 PDT)  
Cherlene Penilla, Acting City Manager

Date: Sep 22, 2022

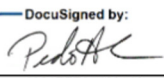
ATTEST:

  
Marcella Carrillo, City Clerk



**“Grantee”**

**ADELANTE HEALTHCARE, INC.**  
an Arizona Corporation

By:   
DocuSigned by:  
4931EFE24466446...

Name: Pedro A. Cons

Title: Chief Executive Officer