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**C-10110-2
06/10/2016**

**AMENDMENT NO. 2
LICENSE AND USE AGREEMENT FOR THE
GLENDALE REGIONAL HEALTH CENTER
(Contract No. C-10110)**

This Amendment No. 2 ("Amendment") to the License and Use Agreement for the Glendale Regional Health Center ("Agreement") is made this 10th day of JUNE 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Strength Training, Inc. ("STI"), an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and STI ("Contractor") previously entered into a License and Use Agreement for the Glendale Regional Health Center, Contract No. C-10110, dated June 23, 2015 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning June 23, 2015 through June 22, 2016 which provided the option to extend the term for an additional one (1) year in 6-month increments.
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

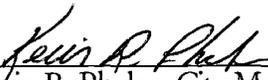
AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a six month period from June 23, 2016 through December 22, 2016, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The Contractor's compensation to the City is unchanged and shall remain \$2,500.00 per month.
- 5. **Insurance Certificate.** Current certificate will expire on March 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

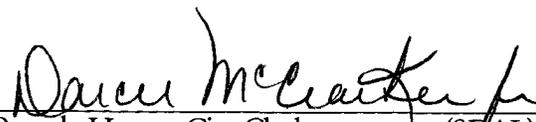
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



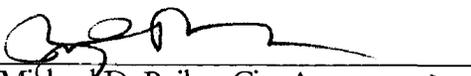
Kevin R. Phelps, City Manager

ATTEST:



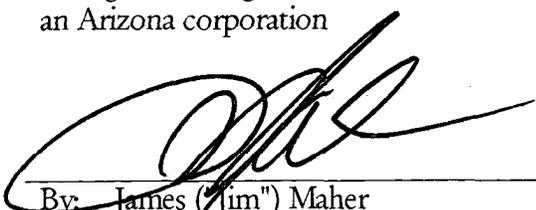
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Strength Training, Inc.,
an Arizona corporation



By: James ("Jim") Maher
Its: President