

**Amendment No. 1 to**

**Primary Banking Service Contract – 011312-1**

THIS AMENDMENT NO. 1 TO THE PRIMARY BANKING SERVICE CONTRACT, 011312-1, (this “**Amendment**”), is dated as of July 1, 2015 (“**Effective Date**”), is entered into by and between Gila County, Arizona (the “**County**”) and JPMorgan Chase Bank, N.A. a national banking association (referred to herein as the “**Contractor**”) and amends that certain Primary Banking Service Contract entered into by and between the County and the Contractor, awarded as of June 5, 2012, for the purchase of banking services for the Gila County Treasurer, inclusive of the specifications described in the County’s RFP #011312-1, issued by the County on April 3, 2012 (the “**RFP**”), and the Contractor’s proposal in response, dated as of May 3, 2012 (collectively, the “**Agreement**”). All capitalized terms, not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

**RECITALS**

**WHEREAS**, the County and the Contractor desire to extend the term of the Agreement and modify certain other provisions thereof, as more particularly described below,

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and County agree as follows:

**AGREEMENT**

1. The County has elected, and the Contractor has agreed, to extend the term of the Agreement for an additional two (2) year term, expiring June 30, 2017, inclusive.
2. The following provisions shall, as of June 30, 2014, supersede and replace any provisions contained within the Agreement relating to the pledging of collateral to secure the uninsured balances of County’s public funds on deposit with Contractor and any reporting relating thereto: “Contractor’s obligations with respect to the pledging of collateral to secure the uninsured balances of County’s public funds on deposit with the Contractor, and all reporting with respect to such collateral, shall be in compliance with the requirements of Title 35, Chapter 10, of the Arizona Revised Statutes, and such rules as have been adopted by the Administrator of the collateral pool contemplated thereby or the Treasurer of the State of Arizona under authority of such statutes, in each case as amended from time to time.”
3. Except as specifically modified herein, the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, three (3) identical counterparts of this Amendment No. 1 to Contract No. 011312-1, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

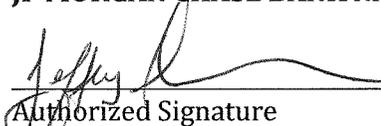
**GILA COUNTY**

**CONTRACTOR**

**BOARD OF DEPOSIT**

**JP MORGAN CHASE BANK NA**

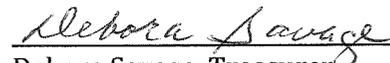
\_\_\_\_\_  
Michael A. Pastor, Chairman Board of Deposit

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Print Name

**GILA COUNTY TREASURER**

  
\_\_\_\_\_  
Debora Savage, Treasurer

**ATTEST**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jefferson R. Dalton  
Deputy Gila County Attorney  
Civil Bureau Chief