



WORKER'S COMPENSATION CLEARING: As authorized and directed by the Finance Director

INVESTIGATIONS CHECKING: As authorized and directed by the Finance Director.

PETTY CASH CLEARING: Any employee of the City is authorized to sign a check for the Petty Cash Account. The Bank will not be held liable with the following stipulations:

- 1) No check will be honored if the amount is over \$100.
- 2) No check will be honored unless it has the employee's signature and identification number on the check.

(d) The bank is hereby authorized to pay any such instruments so signed or endorsed, as above written, and presented to it for payment, including those drawn to the individual order of any officer or other person authorized to sign the same.

PASSED AND ADOPTED this 20th day of September, 1995

Attest:

/s/ Stephanie Nye  
City Clerk

/s/ Ron Maupin  
President of the Council

## BANKING SERVICES AGREEMENT

This BANKING SERVICES AGREEMENT (this "Agreement") is entered into as of the 1st day of January, 1996, by and between the CITY OF GRAND JUNCTION, a Colorado municipal corporation (the "City"), with offices at 250 North Fifth Street, Grand Junction, Colorado 81501, and ALPINE BANK, GRAND JUNCTION, a state chartered bank (the "Bank"), whose address is 225 North Fifth Street, Grand Junction, Colorado 81501.

### RECITALS:

A. The City requested proposals for annual banking services pursuant to the 1995 Request for Proposal (the "RFP").

B. In response to the RFP, the Bank submitted its proposal for banking services, dated August 15, 1995 (the "Bid").

C. The City accepted the Bid and the parties desire to enter into this Agreement to implement and supersede the Bid, upon the terms, provisions and conditions set forth hereafter.

### WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, obligations and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Bank hereby agree as follows:

1.0 Recitals. The Recitals hereto are true and correct and are incorporated herein by this reference.

2.0 Definitions. For all purposes of this Agreement, the following defined terms shall have the meanings ascribed to them hereafter, unless the reasonable context otherwise requires:

2.1 "Accounts" shall mean and include, collectively, the General Operating Account, Payroll Clearing Account, Accounts Payable Checking Account, Petty Cash Clearing Account, Worker's Compensation Clearing Account, Investigative Checking Account, Time Certificate of Deposit and any and all other accounts maintained by the City at the Bank pursuant to this Agreement.

2.2 "Accounts Payable Checking Account" shall mean the special zero balance demand deposit account into which funds from the General Operating Account will be transferred solely for purposes of paying accounts payable checks. Known by and as account number 7717004567.

2.3 "Authorized Representative" shall mean each of the individuals designated on Exhibit A attached hereto, or on any amendment to Exhibit A provided by the City in accordance with Section 5.2(a) below.

2.4 "Banking Day" shall mean that part of any calendar day upon which the Bank is open to the

public for transacting substantially all of its banking functions.

2.5 "Compensating Balance" shall mean the sum of \$475,000.00 to be deposited by the City and held in the Time Certificate of Deposit.

2.6 "Confidential Information" shall mean any and all materials, documents, data and other information designated by the City or the Bank as proprietary or confidential.

2.7 "General Operating Account" shall mean the City's general demand deposit account. Known by and as account number 7717004532.

2.8 "Investigative Checking Account" shall mean the special zero balance demand deposit account into which funds from the General Operating Account shall be transferred solely for purposes of paying Investigative checks. Known by and as account number 7717004583.

2.9 "Payroll Clearing Account" shall mean the special zero balance demand deposit account into which funds from the General Operating Account shall be transferred solely for purposes of paying the City's payroll obligations. Known by and as account number 7717004540.

2.10 "Petty Cash Clearing Account" shall mean the special zero balance demand deposit account into which funds from the General Operating Account will be transferred solely for purposes of paying Petty Cash checks. Known by and as account number 7717004559.

2.11 "Prime Rate" shall mean at any time and from time to time the per annum rate of interest then most recently publicly announced by the Bank as its prime rate of interest.

2.12 "Time Certificate of Deposit" shall mean the separate non-interest bearing account into which the Compensating Balance shall be deposited and held throughout the term of this Agreement.

2.13 "Worker's Compensation Clearing Account" shall mean the special zero balance account into which funds from the General Operating Account shall be transferred solely for purposes of paying Worker's Compensation checks. Known by and as account number 7717004575.

3.0 Establishment of Accounts. The City shall establish and maintain the Accounts at the Bank throughout the term of this Agreement. The City shall comply with any and all rules, regulations, practices and procedures of the Bank which generally and non-discriminatorily apply to opening and maintaining any and all of the Accounts, as such rules, regulations, practices and procedures may be modified and amended from time to time in the Bank's sole discretion, and shall execute and deliver to the Bank any and all documents and instruments from time to time required by the Bank to open and maintain the Accounts. The rules, regulations, practices and procedures applicable to the Accounts, as the same may be modified and amended from time to time, are incorporated herein by this reference.

4.0 General Operating Account. The City shall make all deposits under this Agreement into the General Operating Account. The availability of any and all amounts deposited in the General Operating Account shall be governed by the provisions of Regulation CC adopted by the Board of Governors of the Federal Reserve System, implementing the Expedited Funds Availability

Act, as such Regulation CC or Expedited Funds Availability Act may be modified and amended from time to time. In the event of any conflict between the provisions of Regulation CC and the provisions of this Agreement, the provisions of Regulation CC shall prevail and be controlling. The City shall at all times maintain on deposit in the General Operating Account available funds in sufficient amounts to cover any and all checks, drafts and other obligations payable from the General Operating Account, including, without limitation, obligations arising under this Agreement.

4.1 Interest. The daily ledger balance in the General Operating Account shall bear interest at a variable per annum rate equal to the 91 Day Treasury Bill yield in effect based on the most recent weekly auction conducted by the Federal Reserve Board. Any change in the 91 Day Treasury Bill yield shall be effective on the Banking Day following the Banking Day on which such change occurs. Accrued interest shall be credited to the General Operating Account on a weekly basis.

4.2 Overdrafts. Overdrafts of the General Operating Account shall not be permitted; provided, however, that the Bank may, but shall not be required to, notify the City of any item(s) presented or other charge(s) or transfer(s) normally debited from the General Operating Account for which there are insufficient funds, and with the Authorized Representative's authorization may, at its sole discretion but without obligation to do so, honor such item(s) or debit such charge(s) or transfer(s), thereby creating an overdraft in the General Operating Account.

4.3 Deposit Items Returned. The Bank shall promptly notify the City of all item(s) deposited in the General Operating Account which are returned unpaid. The Bank shall send any item(s) for collection a second time, prior to notifying the City. At the City's request, the Bank shall deliver unpaid deposit item(s) to the City.

4.4 Interest on Overdrafts. The amount of any overdraft arising under Sections 4.2 or 4.3 above shall bear interest at a variable rate equal to the Prime Rate, changing on the date of any change in the Prime Rate. The amount of any such overdraft, together with all accrued interest thereon, shall be due and payable by the City upon demand therefor by the Bank.

4.5 Statement. The Bank shall provide the City with a weekly statement of the General Operating Account.

5.0 Payroll Clearing Account. The bi-weekly payroll checks drawn by the City and all electronic funds transfers through automated clearing house services for payroll purposes ("EFT/ACH") shall be drawn on and payable from the Payroll Clearing Account. The Bank shall debit the Payroll Clearing Account for the total of EFT/ACH and for each City payroll check properly presented. Each Banking Day, the Bank shall transfer from the General Operating Account to the Payroll Clearing Account the amount of total debits to the Payroll Clearing Account for that day. The City shall assure that there are sufficient available funds in the General Operating Account to cover the transfers to the Payroll Clearing Account.

5.1 Direct Deposit. The City and the Bank acknowledge that certain of the City's employees have requested direct deposit of payroll amounts to accounts designated by such employees. The City shall prepare and deliver requests for electronic funds transfers through electronic or other media in a format satisfactory to the Bank, to enable the Bank to initiate for each payday an EFT/ACH for each employee who requests direct payroll deposits. Such transmission media shall be and remain the

property of the City. The City shall deliver or transmit requests for EFT/ACH no later than the close of business on the Banking Day which is three (3) Banking Days prior to each payroll date. The City agrees to be bound by the Operating Rules adopted by the Rocky Mountain Automated Clearing House Association ("RMACHA") and in effect from time to time. In the event of a conflict between the provisions of the Operating Rules and the provisions of this Agreement, the provisions of the Operating Rules shall govern and be controlling. The Bank shall initiate the EFT/ACH transfers such that the funds are available to the employees on city paydays. The Bank acknowledges the receipt and sufficiency of a schedule of paydays for the term of this agreement.

5.2 Security Procedure. The procedures described below shall be followed with respect to all electronic and other media to be submitted to the Bank under Section 5.1 above:

(a) The City has designated the individuals listed on Exhibit A attached hereto as its Authorized Representative(s), and has provided the telephone number(s) listed on Exhibit A, for purposes of verifying the authenticity of electronic and other media. The City may change, subtract from or add to the list of Authorized Representative(s), or change the telephone number(s) for verifications, by delivering to the Bank at any time and at any frequency a new Exhibit A dated and signed by the City Manager or Director of Finance of the City. The Bank shall be obligated to use the most recent information provided by the City for verification purposes.

(b) The Bank shall assign a City Identification Number ("CIN") to the City and forward such CIN to the City. The CIN will be required to verify the authenticity of all electronic and other media submitted to the Bank. The City shall maintain adequate procedures to ensure that only Authorized Representatives have access to the CIN.

(c) A submission of electronic and other media to the Bank must be hand delivered to the Bank only by an Authorized Representative, or it will not be accepted by the Bank for processing.

5.3 Warranties Relating to EFT/ACH. With respect to each EFT/ACH request submitted by the City, the City represents and warrants to the Bank that:

(a) The employee to whom such EFT/ACH request pertains has authorized the EFT/ACH prior to its submission by the City to the Bank, and that such authorization is effective and shall so remain until the EFT/ACH is posted to the employee's account; and

(b) The EFT/ACH request is accurate, in proper form, timely and conforms to all obligations which the City owes to the applicable employee and vice versa.

At the Bank's request, the City will provide to the Bank copies of any and all of the City's direct deposit agreements with its employees.

5.4 Errors in Request Entry Data. In the event the City discovers errors in entry data submitted to the Bank, the City may submit corrections and adjustments to the Bank no later than 3:00 o'clock

P.M. on the Banking Day preceding the effective date of the item(s) in error. Any corrections or adjustments shall be verified in the manner described in Section 5.2 above. The Bank shall use its best efforts to implement the requested correction or adjustment provided that such erroneous item(s) is still within the control of the Bank. In any event these items will be processed by the Bank in accordance with the applicable Operating Rules.

5.5 Errors in EFT/ACH Requests. In the event the Bank discovers errors in EFT/ACH data delivered by the City, such as unreadable or out of balance data, or if the Automated Clearing House or any receiving bank rejects any credit EFT/ACH or group of credit EFT/ACH's initiated by the City, the Bank shall promptly notify the authorized representative of the City thereof by telephone.

(a) If the error precludes the Bank from processing the data, the City shall resubmit all original requests for EFT/ACH's (in their entirety) after correcting the portion of the request in error. If such corrected data is not received as provided in Sections 5.1 and 5.2 above, such data may not be posted to the employee's accounts on the effective date.

(b) If the error or reject of a credit through EFT/ACH will cause a delay which will preclude the EFT/ACH from being posted on the effective date, the City is responsible for notifying its employees as to when and how much credit will be made.

5.6 Duties of Bank. The Bank shall promptly advise the City of the Bank's non-acceptance of any EFT/ACH request, or of interruptions in the automated clearing house system which may significantly hinder or delay processing and/or completion of a requested EFT/ACH.

5.7 City Acknowledgments. The City acknowledges as follows:

(a) The City fully understands the nature and extent of the security procedures provided for the initiation of the EFT/ACH transfers by submission of electronic and other media.

(b) Any electronic and other media received by the Bank hereunder shall be effective as the EFT/ACH request of the City, and the City will be bound by such EFT/ACH request, whether or not such magnetic tape was actually authorized by the City, if the electronic or other media was verified in accordance with the security procedures and provisions of this Agreement.

(c) The City shall have full responsibility for the detection of errors in any EFT/ACH request.

(d) The Bank may rely on the identifying number of any intermediary or beneficiary's bank included in the City's EFT/ACH requests as proper and conclusive identification of such intermediary or beneficiary's bank, even though the City's EFT/ACH request also identifies such intermediary or beneficiary's bank by name. The City shall be responsible for payment of any EFT/ACH request paid on the basis of identifying number(s) as provided to the Bank. The Bank shall have no liability or responsibility to the City with regard to any other matter, including without limitation, any act or omission by any automated clearing house association,

or any other financial institution, person or entity with respect to EFT/ACH requests. The Bank shall have no liability to the City for any non-performance, damages or losses due to strikes, breakdowns or other non-functioning of equipment, impossibility of performance or other causes or circumstances beyond the Bank's reasonable control. Notwithstanding the provisions set forth herein, the liability of the Bank for any EFT/ACH request incorrectly made as a result of the Bank's non-compliance with the security procedures or provisions contained in this Agreement shall be limited to the amount of such transfer which is not recovered within a reasonable period of time, and if the Bank is unable for any reason under the Bank's control to initiate an EFT/ACH transfer on the day of receipt of the corresponding EFT/ACH request, the liability of the Bank shall be limited to interest calculated at the Prime Rate. Interest shall accrue until the EFT/ACH transfer is completed.

(e) The beneficiary's bank may make payment on the City's EFT/ACH request on the basis of an identifying or bank account number, even if such number identifies a person other than the beneficiary named in the EFT/ACH request. The City shall be responsible for payment of any EFT/ACH request paid on the basis of such number as provided to the Bank.

(f) The City shall be responsible for the compliance of its EFT/ACH requests with any and all automated clearing house rules and regulations, and the Bank shall have no responsibility for the content of EFT/ACH requests submitted by the City.

5.8 Statement. The Bank shall provide the City with a weekly statement of the Payroll Clearing Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

6.0 Accounts Payable Checking Account. All Accounts Payable checks shall be drawn on and payable from the Accounts Payable Checking Account. The Bank shall, on the Banking Day on which each check is properly presented for payment, provisionally debit the Accounts Payable Checking Account in the amount of each such check. Each Banking Day, the Bank shall transfer from the General Operating Account to the Accounts Payable Checking Account the amount of total debits to the Accounts Payable Checking Account for that day.

6.1 Insufficient Funds. If there are insufficient available funds in the General Operating Account to pay the aggregate amount of items presented for payment from the Accounts Payable Checking Account on any Banking Day, the Bank may dishonor and return item(s) in any order.

6.2 Statement. The Bank shall provide the City with a weekly statement of the Accounts Payable Checking Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

7.0 Petty Cash Clearing Account. All Petty Cash checks shall be drawn on and payable from the Petty Cash Clearing Account. The Bank shall, on the banking day on which check is properly presented for payment, provisionally debit the Petty Cash Clearing Account in the amount of each such check. Each Banking Day, the Bank shall transfer from the General Operating Account to the Petty Cash Clearing Account the amount of total debits to the Petty Cash Clearing Account for that day.



7.1 Limitation of Amount. Items drawn on the Petty Cash Clearing Account shall not exceed the amount of \$100.00 each. The Bank is authorized to dishonor items drawn on the Petty Cash Clearing Account in excess of \$100.00.

7.2 Insufficient Funds. If there are insufficient available funds in the General Operating Account to pay the aggregate amount of items presented for payment from the Petty Cash Clearing Account on any Banking Day, the Bank may dishonor and return item(s) in any order.

7.3 Statement. The Bank shall provide the City with a weekly statement of Petty Cash Clearing Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

8.0 Worker's Compensation Clearing Account. All Worker's Compensation checks shall be drawn on and payable from the Worker's Compensation Clearing Account. The Bank shall, on the Banking Day on which check is properly presented for payment, provisionally debit the Worker's Compensation Clearing Account in the amount of each such check. Each Banking Day, the Bank shall transfer from the General Operating Account to the Worker's Compensation Clearing Account the amount of total debits to the Worker's Compensation Clearing Account for that day.

8.1 Insufficient Funds. If there are insufficient available funds in the General Operating Account to pay the aggregate amount of items presented for payment from the Worker's Compensation Clearing Account on any Banking Day, the Bank may dishonor and return item(s) in any order.

8.2 Statement. The Bank shall provide the City with a monthly statement of the Worker's Compensation Clearing Account accompanied by the canceled checks and any and all other documents concerning or related to the account.

9.0 Investigative Checking Account. All Investigative checks shall be drawn on and payable from the Investigative Checking Account. The Bank shall, on the Banking Day on which check is properly presented for payment, provisionally debit the Investigative Checking Account in the amount of each such check. Each Banking Day, the Bank shall transfer from the General Operating Account to the Investigative Checking Account the amount of total debits to the Investigative Checking Account for that day.

9.1 Insufficient Funds. If there are insufficient available funds in the General Operating Account to pay the aggregate amount of items presented for payment from the Investigative Checking Account on any Banking Day, the Bank may dishonor and return item(s) in any order.

9.2 Statement. The Bank shall provide the City with a monthly statement of the Investigative Checking Account, accompanied by the canceled checks and any and all other documents concerning or related to the account.

10.0 Parking Meter Collections. The City shall deliver to the Bank its collections from parking meters. The Bank shall count and process the coins and other such collections and deposit the same in the

## General Operating Account.

11.0 Telecommunications. The City and the Bank acknowledge the benefits of transmission of information by way of telecommunications technology in terms of accuracy of data, labor savings, and material savings, and agree to pursue opportunities to their mutual benefit to establish such interaction as appropriate.

12.0 Collateral. The Bank shall be, and maintain at all times while it is providing services under this agreement, its status as an "Eligible Public Depository" as defined in Title 11, Article 10.5 of the Colorado Revised Statutes and shall maintain collateral as defined and required by law for all amounts deposited in the Accounts for the purposes therein designated.

13.0 Other Banking Services. The Bank shall provide such other banking services as reasonably requested by the City, including, without limitation, stop payment services, wire transfers and telephone transfers, according to the Bank's customary rules, regulations, practices and procedures in effect from time to time, which rules, regulations, practices and procedures are incorporated herein by this reference.

14.0 Time Certificate of Deposit. As the sole compensation for the services rendered by the Bank under this Agreement, including the Bank's costs incurred, and in lieu of the Bank's normal fees charged for similar services, the City shall, on or before the date of this Agreement, deposit in the Time Certificate of Deposit an amount equal to the Compensating Balance, and shall maintain such deposit throughout the term of this Agreement.

15.0 Standard of Care. The Bank shall act in good faith in performing its duties and obligations hereunder. The Bank shall only be liable to the City under this Agreement for its negligence or willful misconduct in performing the services provided for herein; provided, however, that the standard of care imposed upon the Bank with respect to any other services provided to the City for which the Bank and the City execute a separate agreement shall be as set forth in the agreement covering such services. Any liability of the Bank hereunder for breach of the applicable standard of care set forth above shall be limited to actual damages proximately caused by the conduct of the Bank, and shall not, under any circumstances whatsoever, include consequential, indirect special, exemplary or punitive damages, unless otherwise provided herein.

16.0 Force Majeure. Any delay, default, error or inaccuracy in the performance by either party of its obligations hereunder shall be excused when such delay, default, error or inaccuracy in performance is directly or indirectly attributable to any cause or event of any nature whatsoever beyond the reasonable control of such party, including, without limitation, any act of God, civil disturbance, riot insurrection, act of public enemy, or war; any fire, flood, or weather condition; any explosion or earthquake; any strike, labor dispute, sit-down, slow-down or walk-out; any shortage of suitable parts, material, labor, fuel or transportation, electrical or other power failure, brown out or black out; or any compliance with any regulation, order or requirement of any duly authorized governmental body or agency having jurisdiction over a party or parties.

17.0 Term. This Agreement shall become effective as provided herein for an initial term, through and including December 31, 1996. Upon expiration of such initial term, this Agreement shall automatically renew for successive one (1) year renewal terms, unless this Agreement is earlier terminated

by either party as set forth below, or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or any renewal term hereof. Notwithstanding anything to the contrary set forth above, the maximum number of automatic renewal terms shall be two (2) and this Agreement shall terminate without further notice on December 31, 1998.

18.0 Termination. In addition to the right to give notice of non-renewal prior to the expiration of any annual term, as set forth in Section 17.0 above, either party, if not in default under this Agreement, may terminate all or any part of this Agreement whether with or without cause, by giving written notice of termination at least ninety (90) days prior to the effective date of termination.

18.1 Return of Compensating Balance. In the event of non-renewal or termination of this entire Agreement the Bank shall immediately return the Compensating Balance to the City. The Bank shall be entitled to deduct from the Compensating Balance any and all damages, losses, liabilities, costs and expenses incurred or suffered by the Bank and for which it is indemnified by the City pursuant to Section 16.0 of this Agreement. If the services of the Bank under this Agreement are partially terminated, the City and the Bank shall, in good faith, promptly enter into negotiations to determine the revised amount of the Compensating Balance, if any, which will compensate the Bank for its modified services. Upon agreement as to the amount of the revised Compensating Balance, if any, any excess amount remaining in the Time Certificate of Deposit shall be immediately returned to the City.

19.0 Confidentiality. The City and the Bank shall protect and maintain the confidentiality of all Confidential Information provided by one to the other, and shall not publish or disclose any of such Confidential Information to any third party without the written consent of the other party. The City and the Bank shall not be required to protect any Confidential Information which is or becomes publicly available, is independently obtained by either of the parties outside the scope of this Agreement, must be disclosed by court order or other legal process or is rightfully obtained from third parties who disclose such Confidential Information.

20.0 No Implied Waiver. No failure by either party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default hereunder, shall constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by the party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default.

21.0 Notice. Any notice required or permitted to be given under this Agreement may be given in person or by mail, and shall be effective upon receipt thereof or, if given by mail, upon deposit in the United States mail, first-class postage prepaid, return receipt requested addressed to the persons and at the address as shown below for the party to whom such notice is given:

If to the Bank:

Alpine Bank, Grand Junction  
225 North Fifth Street  
Grand Junction, CO 81501

If to the City:

City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

Attention: President Attention: Director of Finance

22.0 Severability. Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency or self-regulatory body having jurisdiction over either party hereto, or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance thereof by both parties shall be waived, and all other provisions of this Agreement shall nevertheless remain in full force and effect.

23.0 Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Colorado, except to the extent that federal laws and regulations apply. Venue for any action construing or arising out of, or under, this Agreement shall be in Mesa County, Colorado.

24.0 Assignment. Neither party hereto shall assign or delegate any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the Bank shall be permitted, without the prior written consent of the City, to assign some or all of its obligations hereunder to a processor or servicing agent designated by the Bank. Any such processor or servicing agent shall be bound, and shall have rights and obligations under the terms hereof to the same extent as the Bank.

25.0 Proprietary Data. All specifications, systems, programs, documentation, reference manuals, components and accessories comprising the Bank's service system and all similar material utilized or developed by the Bank in connection with this Agreement or otherwise are confidential and shall be and remain the sole property of the Bank and may not be copied or distributed or disclosed to any person other than to the City's authorized employees and to persons specifically authorized by the Bank in writing. All such materials shall be returned to the Bank upon the termination of this Agreement.

26.0 Survival of Obligations. The obligations of the parties set forth in Sections 19.0, 25.0 and 27.0 of this Agreement shall survive any termination of this Agreement.

27.0 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Bank, subject to the terms of Section 24.0.

28.0 Attorneys' Fees. In the event that this Agreement is breached by either party hereto, in addition to any remedies provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred by the prevailing party in enforcing its rights hereunder, including, without limitation, court costs, and attorneys' fees or the reasonable value thereof.

29.0 Entire Agreement. Each party hereto has read this Agreement, understands it and agrees to be bound by its terms and conditions. This Agreement together with the Bank's customary rules, regulations, practices and procedures governing accounts in effect from time to time, supersedes the RFP, the Bid and all prior verbal or written agreements between the parties and constitutes the complete and exclusive

statement of the terms and conditions between the parties covering the performance hereof; except as otherwise set forth herein, it cannot be altered, amended or modified except in a writing executed by a duly authorized representative of each party.

30.0 Parties in Interest. This Agreement is not intended to, and shall not confer upon any other person or entity any benefits, rights or remedies.

31.0 Further Assurances. The parties hereto agree to execute and deliver all additional documents and give all further assurances reasonably necessary to carry out the intent of the parties with respect to the subject matter hereof.

32.0 Headings. The section headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect the terms or provisions of this Agreement.

33.0 Execution Authority. By executing this Agreement, both parties represent and warrant that they have full right, power and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first set forth above.

ATTEST: CITY OF GRAND JUNCTION, a Colorado  
municipal corporation

\_\_\_\_\_ By:  
Title: \_\_\_\_\_ Title:

ATTEST: ALPINE BANK, GRAND JUNCTION, a  
state chartered bank

\_\_\_\_\_ By:  
Title: \_\_\_\_\_ Title: