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RESOLUTION NO. 111-89

A RESOLUTION OF THE NAVAJO COUNTY BOARD OF SUPERVISORS,
AUTHORIZING THE VALLEY NATIONAL BANK OF ARIZONA TO
ESTABLISH A SWEEP INVESTMENT ACCOUNT TO INVEST ALL INACTIVE
FUNDS DAILY IN ORDER TO MAXIMIZE THE INTEREST THE NAVAJO
COUNTY TREASURER WILL RECEIVE ON SAID MONIES.

Whereas, the Navajo County Board of Supervisors will
benefit from the increased interest to be earned on inactive
funds on deposit with the Valley National Bank of Arizona.

NOW, THEREFORE, BE IT RESOLVED BY THE NAVAJO COUNTY
BOARD OF SUPERVISORS, NAVAJO COUNTY, ARIZONA, That the
Navajo County Treasurer is authorized and directed to
establish a Sweep Cash Management Account with the Counties
funds, and documents necessary to establish this account
with the Valley National Bank of Arizona.

PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF
NAVAJO COUNTY, NAVAJO COUNTY, ARIZONA, This 23rd
day of October, 1989, by the following vote:

AYES 5 NOES 0 ABSTENTIONS 0 ABSENT 0

Larry R. Lupton

ATTEST:

Sharon D. Jones

APPROVED AS TO FORM:



THE VALLEY NATIONAL BANK OF ARIZONA

MASTER AGREEMENT

THIS MASTER AGREEMENT is made by and between the undersigned customer ("Customer") and THE VALLEY NATIONAL BANK OF ARIZONA, a national banking association ("Bank").

RECITALS:

Bank has developed a computer information system ("Window to the Bank") designed to enable Customer to electronically complete a variety of transactions for some of Customer's accounts at Bank. Customer desires to utilize Window to the Bank for the types of transactions outlined in each of the executed service endorsements attached hereto (the "Service Endorsements"), all in accordance with this Master Agreement.

AGREEMENT:

Now therefore, it is agreed as follows:

1. Services. Customer shall have a nonexclusive right to utilize Window to the Bank for the services listed on the attached Exhibit 1, as well as any additions or modifications that Bank may make thereto (the "Window to the Bank Services"). Bank and Customer shall execute and attach hereto a Service Endorsement for each of the Window to the Bank Services that Customer desires to utilize.

2. Fees. Customer agrees to pay the fees applicable for each Window to the Bank Service utilized by the Customer pursuant to the Fee Schedule set forth on the attached Exhibit 2 (the "Fee Schedule"). Bank may at any time modify the Fee Schedule upon giving thirty (30) days written notice to Customer.

3. Instruction. Bank shall provide Customer with instructional documentation that Bank deems necessary to enable Customer to utilize the applicable Window to the Bank Services (the "Instruction Materials"). Bank shall notify Customer of any program, procedure or other modifications to the Window to the Bank Services that affect Customer's use thereof.

* Window to the Bank is a registered Service Mark of Valley National Bank.

4. Use. Customer shall use the Window to the Bank Services exclusively for its own proper business purposes in accordance with all applicable federal, state and local laws and regulations, and pursuant to all procedures established by the Bank as set forth in the Instruction Materials.

5. Reasonable Precautions. Bank shall take reasonable precautions to assure that the information transmitted by Customer for its use of the Window to the Bank Services remains confidential and protected from unauthorized access by third parties. Bank's compliance with its regular security procedures shall be deemed to be reasonable precautions.

6. Information. Customer recognizes that its use of the Window to the Bank Services may allow its employees or other persons to learn confidential or proprietary information regarding either the operation, design, and Customer's use of the Window to the Bank Services, or information regarding Customer's accounts at Bank and other financial information of Customer. In order to protect (i) Bank's proprietary interest; (ii) Customer's and other parties use of the Window to the Bank Services; and (iii) unauthorized access to and use of the Window to the Bank Services, Customer shall take reasonable action to prevent all such confidential or proprietary information from becoming known to anyone except the employees of Customer designated by Customer, pursuant to the Instructional Materials, to be authorized to utilize the Window to the Bank Services on Customer's behalf (an "Authorized Employee").

7. Disclosure or Knowledge. Bank shall provide Customer with Customer identification and password information ("Access Materials") to enable Customer to utilize the Window to the Bank Services. Customer acknowledges that the Access Materials are confidential information and the Customer agrees that it will prevent the Access Materials from becoming disclosed or known, in any way, to any person other than an Authorized Employee. Customer agrees to hold Bank harmless from and to indemnify Bank for any loss or injury sustained by Customer or any other person or entity as a result of Customer's failure to so prevent such disclosure or knowledge.

8. Liability. Bank shall not be liable, or held in breach of this Agreement if it is prevented or delayed in the performance of its obligations hereunder or in the Instruction Materials by reason of acts of God; power, utility or equipment failure; strikes; governmental action; judicial order, or other similar cause. Bank shall not be liable for any incidental or consequential damages incurred by Customer or for any claims by third parties resulting from Customer's use of any of the Window to the Bank Services.

9. Termination. Upon Customer's failure to comply with the terms or this Agreement, the Instructional Materials or any Service Endorsement, Bank may upon giving notice to Customer immediately terminate this agreement and Bank's obligations hereunder. Bank may also at any time, terminate this Agreement and its obligations hereunder for any reason upon giving thirty (30) days written notice. Customer may terminate this Agreement for any reason upon giving thirty (30) days written notice to Bank stating the effective date of such termination. Any termination by Customer shall not release Customer from liability for any fees accruing prior to the effective date of the termination or for any breach hereunder.

10. Assignment. Bank may assign its rights and delegate its duties under this Agreement to any subsidiary or affiliate of Bank. Customer may not assign its rights under this Agreement without the prior written consent of Bank.

11. Scope. This Agreement shall be supplemented by Instruction Materials and executed Service Endorsements. This Agreement as so supplemented shall represent the entire agreement of the parties regarding the subject matters addressed herein and shall supersede any prior agreements or understandings.

12. Modification. Except for program, procedure, operations, adjustments to the Fee Schedule and other modifications to the Window to the Bank Services and amendments to the Instructional Materials by Bank, this Agreement shall otherwise only be amended or modified in writing, signed by the duly authorized representatives of both parties.

13. Notices. All notices to be given under this Agreement shall be in writing delivered by U.S. mail, postage prepaid, addressed to the other party at the address provided hereinbelow and shall be deemed to have been given upon so depositing thereof in the U.S. mail, except for a notice by Bank of immediate termination of this Agreement pursuant to paragraph nine (9) for which notice shall be effective upon receipt of either written or oral notice by Customer. The addresses may be changed by written notice to the other party.

14. Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement to be executed by their duly authorized officers.

DATE: _____, 19__.

_____ The Valley National Bank of Arizona

By: Larry Q. Taylor By: _____

Its: _____ By: _____

"CUSTOMER"

"BANK"

Customer's Address:

Bank's Address:

Attention: _____

Attention: _____

0192C/0193C

THE VALLEY NATIONAL BANK OF ARIZONAWINDOW TO THE BANK* SERVICE ENDORSEMENT

The undersigned Customer ("Customer") and Valley National Bank of Arizona ("Bank") are parties to a certain Window to the Bank Master Agreement dated _____, 19____, (the "Master Agreement"). Customer desires to utilize the following services of Window to the Bank pursuant to the Master Agreement and this Endorsement.

- Balance Reporting Service. This will provide Customer with balance and detail information on accounts selected by Customer.
- Intra-VNB Funds Transfer Service. The Intra-VNB Funds Transfer Service will enable Customer to electronically transfer funds between prearranged accounts maintained by Customer at Bank.
- Stop Payment Service. The Stop Payment Service will enable Customer to electronically place and review stop payment orders for prearranged accounts maintained by Customer at Bank.
- Wire Transfer Service. The Wire Transfer Service will enable Customer to electronically receive information on incoming wire transfers and to initiate outgoing wire transfers from and to prearranged accounts maintained by Customer at Bank.

1. Description. Each service above is more fully described in the attached summary and in instructional documentation that Bank may from time to time provide Customer.

2. Instruction. Customer acknowledges receipt of "Window to the Bank" above aforementioned summary. Bank reserves the right, in its sole discretion, to amend each summary and the Instruction Materials at any time and shall notify Customer of any such amendments.

3. Operation. Customer acknowledges that use of each service must be pursuant to the Instruction Materials.

4. Master Agreement. This Endorsement and Customer's use of Services shall be governed by the terms and conditions of the Master Agreement.

5. Modification. Bank reserves the right, in its sole discretion, to modify Services at any time and shall notify Customer of any such modification. This Endorsement may be canceled by either party consistent with the time and notice requirements, if any, as would be applicable if either party would be terminating the Master Agreement pursuant to Paragraph nine (9) therein.

6. Liability. Neither this Endorsement nor the Instruction Materials including any amendments thereto, shall be deemed to expand Bank's liability beyond as provided in the Master Agreement.

* Window to the Bank is a registered Service Mark of Valley National Bank.

EXHIBIT 2

VALLEY NATIONAL BANK OF ARIZONA
WINDOW TO THE BANK

Fee Schedule

Terminal Balance Reporting

Base Fee	\$30 per month
Balances	
1 - 10 Accounts	\$22.50 per account per month
11+ Accounts	\$17.50 per account per month
Debit/Credit Reporting	
Debit or Credit Each Account	\$12.50 per month
Debit or Credit Each Item	\$.04 per displayed item
Debit and Credit Each Account	\$20.00 per month
Debit and Credit Each Item	\$.04 per displayed item
Balance History Reporting	\$12.50 per account per month
Connect Time	\$30.00 per hour

Special Modules*

Wire Transfer Base Fee	\$15.00 per account per month
Outgoing Wires	\$ 7.00 each**
Incoming Review	No charge
Index Number Change	\$ 5.00 each
Stop Payments Base Fee	\$15.00 per account per month
Stop Payment	\$ 9.00 each**
Intra VNB Transfers	\$15.00 per "from" account per month
Transfers	No charge**

Audio Balance Reporting \$62.50 per account per month

* One Time Setup Fee \$25.00 per module

** Transaction fees are discounted from standard bank prices and apply only to transactions processed through Window.

September 1988

**Investment Management Account
Letter of Agreement**

To: **THE VALLEY NATIONAL BANK OF ARIZONA**
Institutional Corporate Trust Department ("Trust")

Trust is hereby authorized to establish an investment Management account to service the securities and/or cash listed on Schedule attached hereto for _____ (the "Municipality"). Any additions to the account will be acknowledged on subsequent schedules and become a part of the account when accepted by Trust.

Trust is to provide custody of securities and collection of income and maturing principal. Income and principal are to be remitted at such time and in such manner as directed by a duly authorized employee of the Municipality. Trust is authorized to register securities held in the account in the name of its nominee, to vote all proxies in accordance with its judgement, and to exercise its own discretion on purchase or sale of fractional shares and subscription rights.

Trust is to provide investment management for the account, periodically reviewing the securities and available cash, and any recommended changes will be submitted to the Municipality for consideration. All investment transactions will be carried out only on the personal written direction of the President, unless the Municipality files with Trust instruction in form satisfactory to Trust, giving Trust, some other person, persons, or corporation, as agent, the authority to give such directions. It is understood that Trust in its discretion, may accept directions from the Municipality or such agent, whether given orally, by telephone or otherwise, which Trust believes to be genuine, and Municipality or agent will confirm such orders in writing. Whether or not such confirmation is received, Trust's records with respect to all transactions will be conclusive and Trust will not be held liable for executing, failing to execute, or for any errors in the execution of any transaction.

Trust will submit to the Municipality periodic statements of all account transactions; a periodic statement listing all assets held in the account, together with the current market values of such assets, and an annual statement for use in preparation of Municipality tax returns.

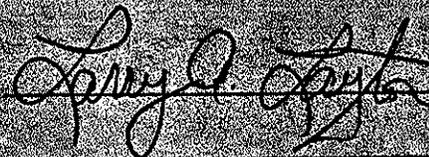
The Municipality agrees to pay to Trust its customary fee, for such services, computed pursuant to the Schedule of Fees adopted by Trust from time to time, to be charged to the account no less frequently than quarterly.

The account will terminate upon receipt of written notice by either party from the other, and Trust's fees shall be prorated through such date.

Until further written notice, all communications required hereunder shall be sent to address given below.

Dated this _____ day of _____, 19____

Employer's Tax I.D. Number: _____

By:  _____ Address: _____

AGREED to this _____ day of _____, 19____

THE VALLEY NATIONAL BANK OF ARIZONA

By: _____ Title: _____