

PURCHASE ORDER



WV State Treasurer's Office
1900 Kanawha Blvd., E.
Bldg. 1, Room E-145
Charleston, WV 25305

PURCHASE ORDER NO.

STO# 95E

CHANGE ORDER NO.

CO# 1

VENDOR:

United National Bank
500 Virginia Street, E.
P.O. Box 393
Charleston, WV 25322-0393

Invoice to:

WV State Treasurer's Office
Attn: Ratha Boggess
1900 Kanawha Blvd., E.
Bldg. 1, Room E-145
Charleston, WV 25305

FEIN/SSN:	550-641-179
FUND:	1322
ACCOUNT NO.	2001-1300-099-089
DATE:	July 28, 2000
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	Change Order No. 1		
	To extend the contract term for the period July 1, 2000 through June 30, 2001 and to add the attached First Amendment to the Agreement.		
		TOTAL	

By: *[Signature]* WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE 7-31-00 DATE Page 1 of _____

GENERAL COUNSEL APPROVAL: *[Signature]* DATE: 7.28.00

WV STATE TREASURER'S OFFICE PURCHASE ORDER/CONTRACT GENERAL TERMS & CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of and acceptance of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the WV State Treasurer's Office (STO) shall govern all rights and duties under the Purchase Order/Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under STO Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The WV State Treasurer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING, PRICES, RECEIPT AND ACCEPTANCE:** Prices are those stated in this order. No price increases will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order. Buyer will make no payment(s) to the Seller until the goods/services are received **and** accepted by the Buyer.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.

FIRST AMENDMENT

to

AGREEMENT

between

UNITED NATIONAL BANK ("Bank")

and

**WEST VIRGINIA STATE TREASURER'S OFFICE
("Treasurer's Office")**

THIS FIRST AMENDMENT is made this 1st day of July, 2000 ("First Amendment") to the Agreement dated June 1, 2000, known as Purchase Order STO95E, by and between **UNITED NATIONAL BANK ("Bank")** and the **WEST VIRGINIA STATE TREASURER'S OFFICE ("Treasurer's Office")**.

WHEREAS, the Treasurer's Office desires to extend the Agreement through June 30, 2001; and

WHEREAS, the services under the Agreement are for depository services, which do not need to be competitively bid; and

WHEREAS, Bank is willing to extend the Agreement in accordance with this First Amendment.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree as follows:

1. **Extension:**

The Agreement shall be extended for the period of July 1, 2000 through June 30, 2001. All other terms and conditions of the Agreement shall remain in full force and effect during this extension.

2. **Execution in Duplicate:**

This First Amendment shall be executed in duplicate, each of which shall be considered an original.

WITNESS THE FOLLOWING SIGNATURES:

UNITED NATIONAL BANK

By:

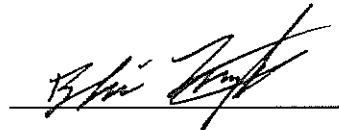


Title:

SR. U.P. OPERATOR

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By:



Title:

Deputy Treasurer

This document was drafted by:

Diana Stout
General Counsel
West Virginia State Treasurer's Office
(304) 558-5000

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State of West Virginia

OFFICE OF THE STATE TREASURER

CHARLESTON, WV 25305

JOHN D. PERDUE
STATE TREASURER

JERRY SIMPSON
ASSISTANT STATE TREASURER

1-800-422-7498

304-558-5000

FAX 304-558-4097

WWW.WVTREASURY.COM

July 24, 2000

Kenneth L. Greear
United National Bank
500 Virginia Street, E.
P.O. Box 393
Charleston, WV 25322-0393

Dear Mr. Greear:

State of West Virginia Purchase Order No. STO#95E between United National Bank and the West Virginia State Treasurer's Office has expired. Our office has prepared the attached First Amendment to the Agreement to continue operating under the Agreement dated June 1, 2000 to cover the period July 1, 2000 through June 30, 2001. Please sign both original First Amendments and return to:

Wilma Thompson
WV State Treasurer's Office
1900 Kanawha Blvd., E.
Bldg. 1, Room E-122
Charleston, WV 25305

Upon return of the signed originals, we will incorporate the First Amendment into a change order to the purchase order to be issued to United National Bank. If you have questions, please feel free to contact me at 341-0745 or wthompson@wvtreasury.com.

Sincerely,

Wilma Thompson
Administrative Assistant
Legal Division

Attachment

cc: Ratha Boggess, Purchasing Administrator ✓
Glenda Probst, Cash Management
Jerry Simpson, Deputy Treasurer
Diana Stout, General Counsel