

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# 6

VENDOR:

United National Bank
 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.	2004-1300-099-089
DATE:	April 23, 2004
TERMS OF SALE:	
SHIP VIA:	
F.O.B.	

Ship to:

Same as above

Quantity	Description	Unit Price	Total
	Change Order No. 6		
	To add the attached Fifth Amendment extending the contract term for the period July 1, 2004 through June 30, 2005 and adding on-line banking services.		
		TOTAL	OPEN END

By: *[Signature]* 7/28/04
 WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE DATE

GENERAL COUNSEL APPROVAL: *[Signature]* DATE: 04.26.04

**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 West Virginia 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 STO 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. Unit prices shall prevail in case of discrepancy. 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. All goods/services are considered F.O.B. destination unless alternate shipping terms are clearly identified in the purchase 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.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract/purchase order is automatically null and void, and is terminated without further order unless otherwise specified by the STO.

FIFTH AMENDMENT

to

AGREEMENT

between

UNITED NATIONAL BANK ("Bank")

and

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

THIS FIFTH AMENDMENT is made this 1st day of April, 2004 ("Fifth Amendment") to the Agreement dated January 1, 2000, known as Purchase Order STO#95E, 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 utilize Bank's on-line banking solution EZLink; and

WHEREAS, the parties desire to extend the Agreement through June 30, 2005; and

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The parties covenant and agree as follows:

1. **ACH SERVICES:**

The Bank will make its on-line banking solution, EZLink available to the Treasurer's Office for \$25.00 per month, per account, beginning April 1, 2004. In addition, the ACH fee will be \$0.25 per ACH originated by the STO through EZLink beginning

April 1, 2004.

Restated:

EZLink (per account)

\$25.00 per month

ACH Fee

\$0.25 per ACH

Originated by STO

2. **EXTENSION:**

This Agreement shall be extended for the period of July 1, 2004 through June 30, 2005.

3. **REMAINING TERMS AND CONDITIONS:**

All other terms and conditions of the Agreement shall remain in full force and effect.

4. **EXECUTION IN DUPLICATE:**

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

WITNESS THE FOLLOWING SIGNATURES:

UNITED NATIONAL BANK

**WEST VIRGINIA STATE
TREASURER'S OFFICE**

By: Jeff F. Bishop
Title: Cash Management Officer
Date: 4/23/04

By: Jay Liss
Title: ASST. TREASURER
Date: 4/29/04

This document was drafted by:
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