

# 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.**

**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

<b>FEIN/SSN:</b>	
<b>FUND:</b>	1322
<b>ACCOUNT NO.</b>	2000-1300-099-089
<b>DATE:</b>	April 21, 2000
<b>TERMS OF SALE:</b>	
<b>SHIP VIA:</b>	
<b>F.O.B.</b>	

**Ship to:**

Same as above

Quantity	Description	Unit Price	Total
	<p>This purchase order constitutes award of the contract/agreement between the West Virginia State Treasurer's Office United National Bank for depository services.</p> <p>The term of the contract/agreement is January 1, 2000 through June 30, 2000 and may be extended upon the mutual written consent of the parties.</p> <p>This purchase order consists of the following documents, in the order listed, which are attached hereto or incorporated by reference, and any ambiguities, questions, or conflicts shall be resolved by reference to the documents in the order listed, unless otherwise specified herein:</p>		
		<b>TOTAL</b>	

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

WV STATE TREASURER'S OFFICE AUTHORIZED SIGNATURE

4-28-00  
DATE

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GENERAL COUNSEL APPROVAL: \_\_\_\_\_

DATE: 4.2000

## 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.

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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.

## CONTINUATION SHEET

**PURCHASE ORDER NO.** STO# 95E

**CHANGE ORDER NO.**  

Quantity	Description	Unit Price	Total
	<ol style="list-style-type: none"> <li>1. Agreement</li> <li>2. Purchase Order No. SBI 95</li> </ol> <p>Receipt of this purchase order as executed by the West Virginia State Treasurer and approval as to form by the General Counsel of the West Virginia State Treasurer's office, or their designees, constitutes acceptance by the West Virginia State Treasurer's Office of the terms and conditions contained in this purchase order and binds the vendor specified.</p>		
		<b>TOTAL</b>	

# AGREEMENT

between

**UNITED NATIONAL BANK ("Bank")**

and

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

**THIS AGREEMENT**, made this 1st day of January, 2000 ("Agreement"), is by and between **UNITED NATIONAL BANK ("Bank")** and the **WEST VIRGINIA STATE TREASURER'S OFFICE ("Treasurer's Office")**.

**WHEREAS**, West Virginia Code §12-3A-3 provides that the provisions of West Virginia Code §5A-3-1 et seq., pertaining to purchasing for state spending units by the Purchasing Division of the Department of Administration, do not apply to the selection of vendors needed to provide the necessary banking, investment and related services for the Treasurer's Office, unless requested; and

**WHEREAS**, the Treasurer's Office has determined that it will competitively bid banking services in accordance with West Virginia Code §12-3A-3; and

**WHEREAS**, the Bank and the Treasurer's Office desire to continue operating under the Agreement (for banking services such as processing deposits and letters of credit), as amended, between the parties to allow the Treasurer's Office time to competitively bid the needed banking services and award a contract/purchase order.

## **NOW, THEREFORE, THIS AGREEMENT WITNESSETH:**

The parties covenant and agree as follows:

1. **Term:**  
The term of this Agreement shall be for a period commencing on the 1<sup>st</sup> day of January, 2000, and ending on June 30, 2000. This Agreement may be extended upon the mutual written consent of the parties.
2. **Services to be Provided:**

Bank shall provide the services specified in State of West Virginia Purchase Order SBI95 which incorporates the Agreement, as amended, including all sixteen (16) change orders ("Purchase Order SBI95"), which is attached hereto as Exhibit A and made a part hereof. In the event of conflict between this Agreement and Purchase Order SBI95, this Agreement shall control.

3. **Compensation:**

The State Treasurer shall pay the Bank for services rendered in connection with this Agreement in accordance with Purchase Order SBI95.

4. **Funding:**

In the event this Agreement is extended, services to be performance under this Agreement shall be continued in subsequent fiscal years contingent upon funding being available. In the event funding is not available, this Agreement shall terminate without penalty on June 30.


5. **Entire Agreement:**

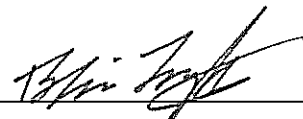
This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter and supersede all prior agreements or understandings, written or oral, between the parties with respect thereto.

**WITNESS THE FOLLOWING SIGNATURES:**

UNITED NATIONAL BANK

WEST VIRGINIA STATE  
TREASURER'S OFFICE

By:   
Title: Dr. Vice President

By:   
Title: Deputy Treasurer

This document was drafted by:  
Diana Stout  
General Counsel  
West Virginia State Treasurer's Office  
(304) 558-5000

EXHIBIT A

**PURCHASE ORDER SBI95**