

State of West Virginia Agency Master Agreement

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

Order Date: 2015-01-20

Order Number: AMA 1300 1300 STO91E	Procurement Folder: 70438
Document Name: Huntington National Bank	Reason for Modification:
Document Description: Huntington National Bank Extension	Change Order 19
Procurement Type: Agency Master Agreement	Change Order 18
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Vendor	Effective Start Date: 2014-07-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-06-30

HUNTINGTON NATIONAL BANK
900 LEE ST

CHARLESTON

WV 25301

US

Vendor Contact Phone: (999) 999-9999 Extension:
Discount Percentage: 0.0000
Discount Days: 0

INVOICE TO		SHIP TO	
WEST VIRGINIA STATE TREASUR	ERS OFFICE	WEST VIRGINIA STATE TREASUR	ERS OFFICE
322 70TH ST SE		322 70TH ST SE	
CHARLESTON	WV 25304	CHARLESTON	WV 25304
US		US	

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Bryan Archer DATE: 2015-01-20

ELECTRONIC SIGNATURE ON FILE

 Date Printed:
 Jan 20, 2015
 Order Number:
 STO91E
 Page:
 1
 FORM ID: WV_PRC_AMA_001
 8/14

Extended Description:

TO EXTEND THE ORGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUATHORIZED CHANGE ORDERS. THIS EXTENSION HSALL NOT EXCEED 12 MONTHS AND THE CONTRACT SHALL EXPIRE ON THE FINAL DATE AS SPECIFIED BELOW. NO CHANGE IN CONTRACT TOTAL.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000			EA	\$0.000000

Description: Banking and investment

Extended Description:

 Date Printed:
 Jan 20, 2015
 Order Number:
 STO91E
 Page: 2
 FORM ID: WV_PRC_AMA_001
 8/14

December 19, 2014

Ms. Jennifer Parsons Huntington National Bank 900 Lee Street Charleston, WV 25301

Subject: STO91E / Change Order #18

Ms. Parsons,

The West Virginia State Treasurer's Office is offering to extend subject contract under the same terms, conditions and pricing as contained in the original contract including all authorized change orders. The renewal dates are 07/01/2014 through 06/30/2015. If your company agrees to this extension, please sign below and return the original to my attention by 12/30/2014. Attached is a copy of the **Affidavit** which is also required to signed, dated, and notarized in order to process the above renewal.

Should you have any questions about this letter, please feel free to give me a call.

Very truly yours,

Shelly L. Murray, CPPB Deputy Treasurer of Purchasing

West Virginia State Treasurer's Office

Phone: 304-341-7089

Email: shelly.murray@wvsto.com

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Name/Signature

Date

Title

RFQ No)

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

STATE OF WEST VINGINIA
NOTARY PUBLIC
MARY H MEREDITH
2907 Gliespie Drive
Dunbar, WY 29064
NY Commission Expires October 26, 20157



State of West Virginia Agency Master Agreement

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
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QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE BUYER.

Order Date: 2015-03-19

Order Number: AMA 1300 1300 STO91E	Procurement Folder: 70438
Document Name: Huntington National Bank	Reason for Modification:
Document Description: Huntington National Bank Extension	Change Order Number 19
Procurement Type: Agency Master Agreement	To attached a clean up to date price sheet per the original agreement and all subsequent change orders.
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Vendor	Effective Start Date: 2014-07-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2015-06-30

HUNTINGTON NATIONAL BANK
900 LEE ST

CHARLESTON

WV 25301

US

Vendor Contact Phone: (999) 999-9999 Extension:
Discount Percentage: 0.0000
Discount Days: 0

INVOI	CE TO	SHIP TO	
WEST VIRGINIA STATE TRI	EASURERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE	
322 70TH ST SE		322 70TH ST SE	
CHARLESTON	WV 25304	CHARLESTON WV 25304	
US		US	

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Bryan Archer DATE: 2015-03-19

ELECTRONIC SIGNATURE ON FILE

 Date Printed:
 Mar 19, 2015
 Order Number:
 STO91E
 Page: 1
 FORM ID: WV_PRC_AMA_001
 8/14

Extended Description:

TO EXTEND THE ORGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUATHORIZED CHANGE ORDERS. THIS EXTENSION HSALL NOT EXCEED 12 MONTHS AND THE CONTRACT SHALL EXPIRE ON THE FINAL DATE AS SPECIFIED BELOW. NO CHANGE IN CONTRACT TOTAL.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000			EA	\$0.000000

Description: Banking and investment

Extended Description:

 Date Printed:
 Mar 19, 2015
 Order Number:
 STO91E
 Page: 2
 FORM ID: WV_PRC_AMA_001
 8/14

December 19, 2014

Ms. Jennifer Parsons Huntington National Bank 900 Lee Street Charleston, WV 25301

Subject: STO91E / Change Order #18

Ms. Parsons,

The West Virginia State Treasurer's Office is offering to extend subject contract under the same terms, conditions and pricing as contained in the original contract including all authorized change orders. The renewal dates are 07/01/2014 through 06/30/2015. If your company agrees to this extension, please sign below and return the original to my attention by 12/30/2014. Attached is a copy of the **Affidavit** which is also required to signed, dated, and notarized in order to process the above renewal.

Should you have any questions about this letter, please feel free to give me a call.

Very truly yours,

Shelly L. Murray, CPPB Deputy Treasurer of Purchasing

West Virginia State Treasurer's Office

Phone: 304-341-7089

Email: shelly.murray@wvsto.com

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Name/Signature

Date

Title

Huntington National Bank Fees

<u>Service</u>	<u>Fee</u>
Lockbox Services	
Processing of copies or documents, or documents with no scan line that	
will need to be keyed manually	\$0.50 per item
Processing of documents which would need to be calculated for wages and	I
premiums	\$0.50 per item
I. Demand Deposit Activity Fees:	
Ledger Debits-Deposits Processed	\$0.10 per item
Ledger Credits-Deposits Processed	\$0.10 per item
Deposited Checks (unencoded)	\$0.07 per item
ACH Debits	\$0.10 per item
ACH Credits	\$0.10 per item
II. Related Processing Fees:	
Deposited Checks Returned/ Reprocessed Once	No Charge
Deposited Checks Returned	\$2.50 per item
Checks and Deposit Tickets	At Cost
Statements Provided Other Than Normal Statement Date	No Charge
Cash Handling	\$16.50 per hour
Daily Account Review & Analysis	\$10.00 per day
Wire Transfer	\$5.00 per wire
Lockbox Items Processed	\$0.17 per item
All Armored Car Servicing Fees	To be paid as invoiced, per month
Deposit Adjustment Proc	\$3.00
Returned Item-Reclear Item	\$2.50
	at cost to bank-pass through fee
Clearing Surcharge	based upon deposited items and their
	particular routing number
Confirmation Statement	\$3.00
Wholesale Lockbox Rem Proc	at \$0.40 per item processed
Wholesale Lockbox Photocopies	at \$0.05 per photocopy
Wholesale Lockbox Postage	at cost to bank

Negative Collected Balance Interest	11.50%
Negative Ledger Balance Fee-Occurrence	\$21.00
Account Analysis Statement	\$5.00
Wholesale Lockbox Info Divry Manual Processing	At Cost
Confimation Fax	\$0.50
Out Fedwire TransferStanding Instructions	\$12.00
Vault Dep- Special	\$17.00
Vault Dep- Mixed	\$1.50
Vault Dep- Unsecured	\$12.00
Vault Dep-Night Drop	\$2.50
Vault Dep- Currency only	\$1.25
Vault Dep- Check only	\$0.25
Vault-order- Coin Box	\$3.30
Vault dep- Envelope	\$1.25
Vault dep-coin non-std	\$7.50
Vault dep-coin fed std bag	\$2.50
Vault order-coin roll	\$0.10
Vault order-currency	\$0.55
Vault dep-organize	\$26.00
Vault dep-coin only	\$5.50
Vault dep-prep order	\$5.00
Vault order-manual	\$12.50
Vault phone advice	\$10.00
Vault order- proc fee	\$0.55
Vault supply- disp bags	\$0
Vault order-special	\$11.50
Vault order-loose currency	\$0.01
Vault dep-cash processing	\$0.0010
Vault activity mailed	\$5.50
Vault activity faxed	\$3.50



State of West Virginia Agency Master Agreement

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2015-06-25

Order Number: AMA 1300 1300 STO91E	Procurement Folder: 70438	
Document Name: Huntington National Bank	Reason for Modification:	
Document Description: Huntington National Bank Extension	Change Order 20	
	To extend and modify the original contract according to all terms, conditions, and specifications contained in	
Procurement Type: Agency Master Agreement	all terms, conditions, and specifications contained in the original contract including all authorized change	
Buyer Name:		
Telephone:		
Email:	All the second s	
Shipping Method: Vendor	Effective Start Date: 2014-07-01	
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-06-30	

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000172408 HUNTINGTON NATIONAL BANK 900 LEE ST	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com
CHARLESTON WV 25301	
US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	

INVOICE TO			SHIP TO
WEST VIRGINIA STATE TREASU 322 70TH ST SE	RERS OFFICE	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE	
CHARLESTON	WV 25304	CHARLESTON	WV 25304

Total Order Amount	Open End

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Bryan Archer DATE: 2015-06-25

ELECTRONIC SIGNATURE ON FILE

Date Printed: Jun 25, 2015 Order Number: STO91E

Extended Description:

TO EXTEND THE ORGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT AND ALL AUATHORIZED CHANGE ORDERS. THIS EXTENSION HSALL NOT EXCEED 12 MONTHS AND THE CONTRACT SHALL EXPIRE ON THE FINAL DATE AS SPECIFIED BELOW. NO CHANGE IN CONTRACT TOTAL.

Line	Commodity Code Manufacturer	Model No	Unit	Unit Price
1	84120000		EA	\$0.00000
	Service From Service To			V

Commodity Line Description: Banking and investment

Extended Description:

 Date Printed:
 Jun 25, 2015
 Order Number:
 STO91E
 Page: 2
 FORM ID: WV_PRC_AMA_001_8/14



State of West Virginia

JOHN D. PERDUE STATE TREASURER

OFFICE OF THE STATE TREASURER CHARLESTON, WV 25305 PHONE: 304-558-5000 FAX: 304-558-4097 1-800-422-7498 www.wvtreasury.com

JOSH STOWERS ASSISTANT STATE TREASURER

June 25, 2015

Ms. Jennifer Parsons **Huntington National Bank** 900 Lee Street Charleston, WV 25301

Subject: STO91E/Change Order #20

Ms. Parsons,

The West Virginia State Treasurer's Office is offering to extend subject contract under the same terms, conditions and pricing (attached; Sixteenth Amendment) as contained in the original contract including all authorized change orders. The renewal dates are 07/01/2015 through 06/30/2016. If your company agrees to this renewal, please sign below and return the original to my attention by 07/01/2015 for processing. Attached is a copy of the Affidavit which is also required to signed, dated, and notarized in order to process the above renewal.

Should you have any questions about this letter, please feel free to give me a call.

Very truly yours,

Shelly Murray, CPPB

Deputy Treasurer of Purchasing West Virginia State Treasurer's Office

Phone: 304-341-7089

Email: shelly.murray@wvsto.com

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Name/Signature

SR. Vice President

SIXTEENTH AMENDMENT

to

AGREEMENT

between

HUNTINGTON NATIONAL BANK

and

WEST VIRGINIA STATE TREASURER'S OFFICE

THIS SIXTEENTH AMENDMENT ("Sixteenth Amendment") is made effective the 1st day of July 2015, and amends the Agreement dated January 1, 2000, known as Purchase Order No. STO91E ("Agreement"), by and between Huntington National Bank ("Bank") and the West Virginia State Treasurer's Office ("Treasurer's Office").

WHEREAS, the Bank and the Treasurer's Office entered into that certain Agreement for depository services; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional year; and

WHEREAS, the parties desire to amend the Agreement to update the pricing of services rendered.

NOW, THEREFORE, THIS AGREEMENT, WITNESSESTH: That for and in consideration as previously stated, the parties covenant and agree as follows:

- 1. Extension: The Agreement shall be extended for the period July 1, 2015, through June 30, 2016.
- 2. Pricing: The Treasurer's Office agrees to pay Bank the amounts set forth in Attachment A to this Sixteenth Amendment.

- 3. Remaining Terms and Conditions: All remaining terms and conditions of the Agreement, as amended, shall remain in full force and effect during this extension.
- 4. Extension in Duplicate: This Extension may be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

HUNTINGTON NATIONAL BANK	WEST VIRGINIA STATE TREASURER'S OFFICE
By: Jemely Kirth	By: Shelly Muray
Title: SVP	Title: Deputa Tecsured Purchas
Date: 6/25/15	Date: 6/25/15

ATTACHMENT A

Huntington National Bank Fees

<u>Service</u>	Fee
General Account Services -Cash Handling WVU	\$20.00 per hour
All Armored Car Servicing Fees	As invoiced by vendor
Negative Collected Balance Interest	Prime +6.75
Vault Dep- Special	\$17.000
Vault Dep- Mixed	\$1.500
Vault Dep- Unsecured	\$12.000
Vault Dep-Night Drop	\$2.500
Vault Dep- Currency only	\$1.250
Vault Dep- Check only	\$0.250
Vault-order- Coin Box	\$3.300
Vault dep- Envelope	\$1.250
Vault dep-coin non-std	\$7.500
Vault dep-coin fed std bag	\$2.500
Vault order-coin roll	\$0.115
Vault order-currency	\$0.550
Vault dep-organize	\$30.000
Vault dep-coin only	\$5.500
Vault dep-prep order	\$5.000
Vault order-manual	\$12.500
Vault phone advice	\$10.000
Vault order- proc fee	\$0.750
Vault supply- disp bags	As invoiced by vendor
Vault order-special	\$11.500
Vault order-loose currency	\$0.011
Vault dep-cash processing	\$0.001
Vault activity mailed	\$5.500
Vault activity faxed	\$3.500
MONTHLY SERVICE FEE	\$25.000
PAPERLESS STATEMENT	\$0.000
MAILED STATEMENT	\$2.5 0 0
MAILED IMAGE STATEMENT	\$2.500
MAILED IMAGE STATEMENT	\$0.000
CHECKS PAID	\$0.240
CHECKS PAID	\$0.220
CHECKS PAID **CONSOLIDATED	\$0.000
DEPOSITS PROCESSED	\$0.050
DEPOSITS PROCESSED	\$0.000
TRANSACTIONS PROCESSED	\$0.250

DEPOSITED ITEMS	\$0.200
RET ITEM PROC - SPEC HANDLING	\$10.000
RET ITEM PROC - RECLEAR ITEM	\$10.000
RET ITEM PROC - REGULAR	\$10.000
DEPOSIT CORRECTION	\$3.000
ACH RECEIVED-DEBIT	\$0.150
ACH RECEIVED-CREDIT .2000 993 198.60	\$0.100
ANALYSIS STATEMENT PRINT FEE	\$15.000
VISUAL ARCHIVE IMAGES	\$0.010
VISUAL ARCHIVE MONTHLY CD	\$28.000
ZBA-MONTHLY MAINT	\$35.000
ZBA-ADDTL ACCOUNT	\$35.000
STOP PAYMENT-ONLINE	\$25.000
DISB RECON MAINT - FULL-RANGE	\$85.000
DISB RECON PROCESSING FULL	\$0.110
RECON RPRT TRANSMISSION MAINT	\$30.000
ACH POS PAY-ALERTS	\$0.000
ACH POS PAY ONLY ACCT	\$65.000
ACH POS PAY/CHECK POS PAY ACCT	\$70.000
CHK/RVRS POS PAY-CHECKS PAID	\$0.000
CHK POS PAY-EXCEPTIONS	\$0.750
CHK/RVRS POS PAY-RETURNS	\$12.000
CHK POS PAY-PAYEE MAINT	\$5.000
PYMNT CNTR-PREMIER MAINT	\$65.000
PYMNT CNTR-PREMIER ACCOUNTS	\$5.000
PYMNT CNTR-WIRES ONLY MAINT	\$10.000
PYMNT CNTR-WIRES ONLY ACCOUNTS	\$0.000
ACH-ONLINE CREDIT ORIG	\$0.250
ACH-ONLINE ADDENDA ORIG	\$0.050
ACH-ONLINE PREMIUM PROCESSING	\$0.100
ACH MONTHLY MAINT FEE	\$65.000
ACH ITEMS ORIGINATED	\$0.180
ACH TRANSMISSION	\$18.000
EDI-REPORT MONTHLY MAINT	\$35.000
EDI-REPORT-DETAIL TRANSLATED	\$0.250
EDI-REPORT-ADDENDA TRANSLATED	\$0.250
BRANCH CASH DEPOSIT PROCESSING	\$0.002
WIRE-ONLINE DOMESTIC TEMPLATE	\$12.000
WIRE-ONLINE DOMESTIC FREEFORM	\$15.000
WIRE-ONLINE INTERNAL TEMPLATE	\$5.000
WIRE-ONLINE INTL USD FREEFORM	\$30.000
WIRE-INCOMING DOMESTIC	\$18.000
WIRE-INCOMING INTL	\$25.000
WIRE-DRAWDOWN REQ DOMESTIC	\$24.000
INFO RPT-FAX-EDI RPT	\$5.500
INFO RPT-ONL-PREV DAY DETL(BB)	\$0.000
INFO RPT-ONL-CURR DAY DETL(BB)	\$0.000
= / with worth print p	90.000

INFO RPT-ONL-EXPORT MAINT (BB)	\$15.000
INFO RPT-ONL-PREV DAY BAL (BB)	\$0.000
INFO RPT-ONL-PREV DAY SUMM(CM)	\$0.170
INFO RPT-ONL-PREV DAY DETL(CM)	\$0.170
INFO RPT-ONL-CURR DAY SUMM(CM)	\$0.270
WIRE-ONLINE DOMESTIC TEMPLATE	\$12.000
WIRE-ONLINE DOMESTIC FREEFORM	\$15.000
WIRE-ONLINE INTERNAL TEMPLATE	\$5.000
WIRE-ONLINE INTL USD FREEFORM	\$30.000
WIRE-INCOMING DOMESTIC	\$18.000
WIRE-INCOMING INTL	\$25.000
WIRE-DRAWDOWN REQ DOMESTIC	\$24.000
INFO RPT-FAX-EDI RPT	\$5.500
INFO RPT-ONL-PREV DAY DETL(BB)	\$0.000
INFO RPT-ONL-CURR DAY DETL(BB)	\$0.000
INFO RPT-ONL-EXPORT MAINT (BB)	\$15.000
INFO RPT-ONL-PREV DAY BAL (BB)	\$0.000
INFO RPT-ONL-PREV DAY SUMM(CM)	\$0.170
INFO RPT-ONL-PREV DAY DETL(CM)	\$0.170
INFO RPT-ONL-CURR DAY SUMM(CM)	\$0.270
INFO RPT-ONL-CURR DAY DETL(CM)	\$0.270
INFO RPT-ONL-EXPORT MAINT (CM)	\$40.000
INFO RPT-ONL-EXPORT ITEMS (CM)	\$0.000
INFO RPT-ONL-PREV DAY BAL (CM)	\$0.270
INFO RPT-ONL-PAID CHECK IMAGES	\$0.000
INFO RPT-ONL-DEP TICKET IMAGES	\$0.000
INFO RPT-ONL-PRV DAY TRAN SRCH	\$0.000
INFO RPT-ONL-RETURNED ITEMS	\$0.600
PC BANKING FEE	\$15.000
AFI REPURCHASE AGMT - PUB FUND	\$150.000

	RF	Q	No.	
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

Vendor's Name: The Huntington National BANK

Authorized Signature: Surgina

County of Marrison, to-wit:

Taken, subscribed, and sworn to before me this day of June, 2015.

My Commission expires Dicember, 05, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC Marrison

Letter

OFFICIAL SEAL
Notary Public. State of West Virginia
DAWNA J PETRICE
The Huntington National Bank
230 W Pike St., Clarksburg WV 28301
My Commission Expires December 05, 2019

Purchasing Affidavit (Revised 07/01/2012)



State of West Virginia Agency Master Agreement

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2016-05-11

Procurement Folder: 70438
Reason for Modification:
Change Order No. 21 - To extend the contract under the same terms and conditions.
7 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3
Effective Start Date: 2014-07-01
Effective End Date: 2017-06-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000172408 HUNTINGTON NATIONAL BANK 900 LEE ST	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com
CHARLESTON WV 25301	
Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	

INVC	ICE TO	SI	HIP TO	
WEST VIRGINIA STATE TF	REASURERS OFFICE	WEST VIRGINIA STATE T	REASURERS OFFICE	
322 70TH ST SE		322 70TH ST SE	322 70TH ST SE	
CHARLESTON	WV 25304	CHARLESTON	WV 25304	
US		us		

Page:

Total Order Amount	Open End

DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Bryan Archer DATE: 2016-05-11

ELECTRONIC SIGNATURE ON FILE

Date Printed: May 11, 2016 Order Number: STO91E

Extended Description:

Change Order

Change Order No. 21 is issued to extend the original contract according to all terms, conditions, prices and specifications contained in the original contract and all authorized change orders. This extension shall not exceed 12 months and the contract shall expire on the final date as specified below. No change in contract total.

Effective date of extension 07/01/2016 through 06/30/2017

All provisions of the original Contract and subsequent Change Orders not modified herein shall remain in full force and effect.

Line	Commodity Code Manufacturer	Model No	Unit	Unit Price
1	84120000		EA	\$0.000000
	Service From Service To			

Commodity Line Description: Banking and investment

Extended Description:

 Date Printed:
 May 11, 2016
 Order Number:
 STO91E
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 FORM ID: WV_PRC_AMA_001_8/14



State of West Virginia

JOHN D. PERDUE STATE TREASURER

OFFICE OF THE STATE TREASURER CHARLESTON, WV 25305 PHONE: 304-558-5000 FAX: 304-558-4097 1-800-422-7498 www.wvtreasury.com

JOSH STOWERS ASSISTANT STATE TREASURER

April 22, 2016

Ms. Jennifer Parsons **Huntington National Bank** 900 Lee Street Charleston, WV 25301

Subject: STO91E/Change Order #21

Ms. Parsons,

The West Virginia State Treasurer's Office is offering to extend subject contract under the same terms, conditions and pricing as contained in the original contract including all authorized change orders. The extension dates are 07/01/2016 through 06/30/2017. If your company agrees to this renewal, please sign below and return the original to my attention as soon as possible for processing. Attached is a copy of the Affidavit which is also required to signed, dated, and notarized in order to process the above renewal.

Should you have any questions about this letter, please feel free to give me a call.

Very truly yours,

Shelly Murray, CPPB

Deputy Treasurer of Purchasing West Virginia State Treasurer's Office

Phone: 304-341-7089

Email: shelly.murray@wvsto.com

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto. TENNIFER

5/10/16 Date

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE: Vendor's Name: The Huntington Notice at Bank Authorized Signature: July Date: 5/10/16 State of West Virginia County of Manualia, to-wit: Taken, subscribed, and sworn to before me this 10 day of May, 20/6 My Commission expires July 24, 20/7. AFFIX SEALHERE (*FICIAL LEAL NOTARY PUBLIC March Survey) MARCIA GREZA NOTARY PUBLIC March Survey PUBLIC March Survey)

STATE OF WEST VIRGINIA 3120 University Average Vorganizmin. WV 26505 M. Consinssion Expires July 24, 2017 Purchasing Affidavit (Revised 08/01/2015)



State of West Virginia Agency Master Agreement

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2016-09-12

Order Number:	AMA 1300 1300 STO91E	Procurement Folder: 70438
Document Name:	Huntington National Bank	Reason for Modification:
Document Description:	Depository Services - Contract Extension	Change Order to add Amendment Seventeen
		ak note 5/24/19: This is really Change Order 22
Procurement Type:	Agency Master Agreement	
Buyer Name:	Shelly Murray	
Telephone:	(304) 341-7089	
Email:	shelly.murray@wvsto.com	
Shipping Method:	Vendor	Effective Start Date: 2014-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date: 2017-06-30

Vendor Customer Code: 000000172408
HUNTINGTON NATIONAL BANK
900 LEE ST

CHARLESTON
WV 25301

US
Vendor Contact Phone: (999) 999-9999 Extension:
Discount Percentage: 0.0000
Discount Days: 0

INVOICE TO		S	SHIP TO	
WEST VIRGINIA STATE TRE	EASURERS OFFICE	WEST VIRGINIA STATE T	REASURERS OFFICE	
202 70711 07 05		222 70711 07 05		
322 70TH ST SE		322 70TH ST SE		
CHARLESTON	WV 25304	CHARLESTON	WV 25304	
110		116		
US		US		

Γotal Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE

SIGNED BY: Bryan Archer DATE: 2016-09-12

ELECTRONIC SIGNATURE ON FILE

 Date Printed:
 Sep 12, 2016
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Extended Description:

Change Order to add Amendment Seventeen which includes additional services and pricing sheet per the attached documentation.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000			EA	\$0.000000
	Service From S	ervice To			

Commodity Line Description: Banking and investment

Extended Description:

 Date Printed:
 Sep 12, 2016
 Order Number:
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SEVENTEENTH AMENDMENT

to

AGREEMENT

between

THE HUNTINGTON NATIONAL BANK

and

WEST VIRGINIA STATE TREASURER'S OFFICE

THIS SEVENTEENTH AMENDMENT ("Seventeenth Amendment") is made effective the day of August, 2016, and amends the Agreement dated January 1, 2000, known as Purchase Order No. ST091E ("Agreement"), by and between The Huntington National Bank ("Bank") and the West Virginia State Treasurer's Office ("Treasurer's Office").

WHEREAS, the Bank and the Treasurer's Office entered into that certain Agreement for depository services; and

WHEREAS, the parties desire to add a treasury management service to the Agreement for the benefit of West Virginia state agencies.

NOW, THEREFORE, THIS AGREEMENT, WITNESSESTH: That for and in consideration as previously stated, the parties covenant and agree as follows:

- Additional Service: The Bank agrees to provide the ability to accept deposits through Remote
 Deposit Capture and Image Cash Letter ("Service") for the amounts stated in Attachment A. The
 Service is hereby added to the Agreement and shall be governed by the Agreement. In addition,
 the Bank and each agency utilizing the Service shall execute and be governed by the terms and
 conditions set forth hereafter in Attachment B.
- Pricing: Attachment A of the Agreement is hereby deleted and the attached Attachment A is substituted therefor.
- 3. Remaining Terms and Conditions: All remaining terms and conditions of the Agreement, as amended, shall remain in full force and affect.
- 4. Signatures in Counterparts: This Seventeenth Amendment may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESSETH THE FOLLOWING SIGNATURES:

THE HUNTINGTON NATIONAL BANK

Name: Jennifer & Pacsons
Title: American Consular

WEST VIRGINIA STATE TREASURER'S OFFICE

Ву:__

Name: Title:__

Date:

MO 200 9/1/10

Attachment B

Remote Deposit Capture and Image Cash Letter

A. Electronic Files or IRDs. You will create for deposit an Electronic File where you are the payee or the holder of the Checks. We may create Image Replacement Documents from such Electronic File. The terms "Substitute Check" and "Image Replacement Document" ("IRD") may be used interchangeably and have the same meaning as defined by 12 U.S.C. § 5001 et seq. and corresponding regulations. We may refuse to process or return IRDs or the Electronic File for any reason at any time before accepting such IRDs or Electronic Files for deposit; provided, however, that in returning, or refusing to process, any deposit, we shall act in good faith and use our reasonable business judgment. Your deposits are deemed made when we accept IRDs or Electronic Files for deposit. We in our discretion may notify you that we will or will not accept IRDs or Electronic Files for deposit. Until we accept the Electronic File or IRDs, any information contained in the Electronic Files or IRDs belongs to and is your sole responsibility. Any information from Checks or items contained in the software belongs to and is your sole responsibility. Any physical Check in your possession or your agent's belongs to and is your sole responsibility.

When you make deposits via RDC or ICL with Electronic Files, you represent to us and agree that:

- (i) you are the payee or holder of the Checks;
- (ii) the Electronic Files contain exact images of the front and back of the Checks which you seek to deposit;
- (iii) the Electronic Files enable us to create IRDs that meet the definition of "Substitute Check" and conform to all standards prescribed by 12 U.S.C. § 5001 et seq. and corresponding regulations;
- (iv) you will keep all Checks (either originals or images of the same) which you have deposited for the length of time required by your applicable state record retention laws and in a manner and in a place that you usually keep significant legal documents;
- (v) the Electronic Files do not contain any fraudulent items;
- (vi) no depository bank, drawee, drawer, or endorser will receive presentment or return of an IRD, the original Check, or a copy or other paper or electronic version of an IRD or original Check such that we, a bank, drawer, drawee, or endorser will be asked to make payment based on a Check that bank, drawee or endorser has already paid;

- (vii) we are able to create IRDs from Electronic Files in such a manner that subsequent endorsements will not render previous endorsements illegible; and
- (viii) Checks are drawn on a financial institution in the United States and are payable in United States currency.
- (ix) you have procedures that require your employees using RDC or ICL to mark, frank, or otherwise indicate on the physical Check that it has been scanned for electronic deposit, and such marking or franking does not interfere with the MICR line, payee, date, amount (formal and informal), signature, or endorsement on the Check.

We reserve the right, in our sole discretion, not to accept deposits for any reason; provided, however, that in refusing to accept any deposit, we shall act in good faith and use our reasonable business judgment. You agree not to deposit via RDC or ICL "ineligible items," as that term is used by the Board of Governors of the Federal Reserve.

As used herein, "Communication Method" means telephone, facsimile, email, or electronic transmission, or a Web Portal. As used herein, "Web Portal" means any internet or web-based application accessed via the internet and/or the programs and data provided by us for use on a computer in connection with one or more of our services.

As used herein, "Security Procedures" means online login ids, passwords, or personal identification numbers, call back protocols, tokens, keys, test keys, security devices, and other systems and procedures we disclose to you to enable you to use the Services and for us to verify the origin of instructions and communications to us.

- B. Availability of RDC and ICL. You must initiate deposits before the applicable cut-off time (of which we will notify you) on a Business Day in order for us to process such deposits on that Business Day. If you initiate deposits after the applicable cut-off time on a Business Day, we will begin to process such deposits on the next Business Day. Processing of deposits by us does not mean that we have accepted deposits. The scanner(s) used in connection with RDC should be attached to the same stations throughout the use of the RDC service. As used herein, "Business Day" means every day Monday through Friday from 8:00 a.m. to 4:45 p.m. in Columbus, Ohio, but excluding federal holidays or any other day we are authorized to close.
- C. Storage and Disposal. You must limit who is permitted to access the history of deposits sent to us via RDC or ICL. You must keep records of the Checks for the length of time required by your applicable state record retention laws. If you choose to destroy any Check or image of the same, you must shred the document; provided that, you must keep original Checks for a minimum of ninety (90) days before destruction. Until you destroy any Check or image of the same, you must, at a minimum, keep such document in a secure locked area or in a password protected environment. If you create an image of the Check, you must create a read-only image that cannot be copied or reproduced.
- D. Audit. In order to ensure that you are in compliance with these terms, we may conduct periodic onsite visits during reasonable business hours and upon at least twenty-four (24) hours advance notice. Further, you agree to cooperate with us and provide to us any documents or information we request, including, but not limited to, your files, records, and Checks (or images of the same if the originals have been destroyed). You agree to institute reasonable internal controls at our request. Failure to comply with this section shall be a material breach of this Agreement.
- E. Maintenance of Scanner and Supplies. See Attachment A for purchase pricing. You are responsible for all maintenance costs, which may include, but is not

- limited to: cleaning kits, ink replacement cartridges, power cord and/or USB cord replacement.
- F. Termination of Service. Upon any termination of the RDC service, you must return to us any equipment (including any manuals or service records) on loan from us in connection with such service to such location as we may designate, in a condition satisfactory to us. If you return the equipment other than in person, you must maintain insurance for the full replacement value of the equipment during shipment.

WITNESSETH THE FOLLOWING SIGNATURES:

THE HUNTINGTON NATIONAL BANK

By: Annipo & Ogum
Name: Jesaifer L. Parsens
Title: Senso Vice Orendent
Date: 12, 2016
STATE AGENCY
Ву:
Agency:
Name:
Title:

Date:___

ATTACHMENT A

Huntington National Bank Fees

Service	<u>Fee</u>
General Account Services -Cash Handling	\$20.00 per hour
All Armored Car Servicing Fees	As Invoiced by vendor
Negative Collected Balance Interest	Prime +6.75
Vault Dep- Special	\$17.000
Vault Dep- Mixed	\$1.500
Vault Dep- Unsecured	\$12.000
Vault Dep-Night Drop	\$2.500
Vault Dep- Currency only	\$1.250
Vault Dep- Check only	\$0.250
Vault-order- Coin Box	\$3.300
Vault dep- Envelope	\$1.250
Vault dep-coin non-std	\$7.500
Vault dep-coin fed std bag	\$2.500
Vault order-coin roll	\$0.115
Vault order-currency	\$0.550
Vault dep-organize	\$30.000
Vault dep-coin only	\$5.500
Vault dep-prep order	\$5.000
Vault order-manual	\$12.500
Vault phone advice	\$10.000
Vault order- proc fee	\$0.750
Vault supply- disp bags	As invoiced by vendor
Vault order-special	\$11.500
Vault order-loose currency	\$0.011
Vault dep-cash processing	\$0.001
Vault activity mailed	\$5.500
Vault activity faxed	\$3.500
MONTHLY SERVICE FEE	\$25.000
PAPERLESS STATEMENT	\$0.000
MAILED STATEMENT	\$2.500
MAILED IMAGE STATEMENT	\$2.500
MAILED IMAGE STATEMENT	\$0.000
CHECKS PAID	\$0.240
CHECKS PAID	\$0.220
CHECKS PAID **CONSOLIDATED	\$0.000

DEPOSITS PROCESSED S	\$0.050
DEPOSITS PROCESSED	\$0.000
TRANSACTIONS PROCESSED	50.250
DEPOSITED ITEMS	\$0.200
RET ITEM PROC - SPEC HANDLING	\$10.000
RET ITEM PROC - RECLEAR ITEM	\$10.000
RET ITEM PROC - REGULAR	\$10.000
DEPOSIT CORRECTION S	\$3.000
ACH RECEIVED-DEBIT	\$0.150
ACH RECEIVED-CREDIT .2000 993 198.60	\$0.100
ANALYSIS STATEMENT PRINT FEE	\$15.000
VISUAL ARCHIVE IMAGES	\$0.010
VISUAL ARCHIVE MONTHLY CD	\$28.000
ZBA-MONTHLY MAINT	\$35.000
ZBA-ADDTL ACCOUNT	\$35,000
STOP PAYMENT-ONLINE	\$25.000
DISB RECON MAINT - FULL-RANGE	\$85.000
DISB RECON PROCESSING FULL	\$0.110
RECON RPRT TRANSMISSION MAINT	\$30.000
ACH POS PAY-ALERTS	\$0.000
ACH POS PAY ONLY ACCT	\$65.000
ACH POS PAY/CHECK POS PAY ACCT	\$70.000
CHK/RVRS POS PAY-CHECKS PAID	\$0.000
CHK POS PAY-EXCEPTIONS	\$0.750
CHK/RVRS POS PAY-RETURNS	\$12.000
CHK POS PAY-PAYEE MAINT	\$5.000
PYMNT CNTR-PREMIER MAINT	\$65.000
PYMNT CNTR-PREMIER ACCOUNTS	\$5.000
PYMNT CNTR-WIRES ONLY MAINT	\$10.000
PYMNT CNTR-WIRES ONLY ACCOUNTS	\$0.000
ACH-ONLINE CREDIT ORIG	\$0.250
	\$0.050
ACH-ONLINE PREMIUM PROCESSING	\$0.100
	\$65.000
	\$0.180
	\$18.000
	\$35.000
EDI-REPORT-DETAIL TRANSLATED	\$0.250
	\$0.250
	\$0.002
	\$12.000
	\$15.000
WIRE-ONLINE INTERNAL TEMPLATE	\$5.000

WIRE-ONLINE INTL USD FREEFORM	\$30.000
WIRE-INCOMING DOMESTIC	\$18.000
WIRE-INCOMING INTL	\$25.000
WIRE-DRAWDOWN REQ DOMESTIC	\$24,000
INFO RPT-FAX-EDI RPT	\$5.500
INFO RPT-ONL-PREV DAY DETL(BB)	\$0.000
INFO RPT-ONL-CURR DAY DETL(BB)	\$0.000
INFO RPT-ONL-EXPORT MAINT (BB)	\$15.000
INFO RPT-ONL-PREV DAY BAL (BB)	\$0.000
INFO RPT-ONL-PREV DAY SUMM(CM)	\$0.170
INFO RPT-ONL-PREV DAY DETL(CM)	\$0.170
INFO RPT-ONL-CURR DAY SUMM(CM)	\$0.270
WIRE-ONLINE DOMESTIC TEMPLATE	\$12.000
WIRE-ONLINE DOMESTIC FREEFORM	\$15.000
WIRE-ONLINE INTERNAL TEMPLATE	\$5.000
WIRE-ONLINE INTL USD FREEFORM	\$30.000
WIRE-INCOMING DOMESTIC	\$18.000
WIRE-INCOMING INTL	\$25.000
WIRE-DRAWDOWN REQ DOMESTIC	\$24.000
INFO RPT-FAX-EDI RPT	\$5.500
INFO RPT-ONL-PREV DAY DETL(BB)	\$0.000
INFO RPT-ONL-CURR DAY DETL(BB)	\$0.000
INFO RPT-ONL-EXPORT MAINT (BB)	\$15.000
INFO RPT-ONL-PREV DAY BAL (BB)	\$0.000
INFO RPT-ONL-PREV DAY SUMM(CM)	\$0.170
INFO RPT-ONL-PREV DAY DETL(CM)	\$0.170
INFO RPT-ONL-CURR DAY SUMM(CM)	\$0.270
INFO RPT-ONL-CURR DAY DETL(CM)	\$0.270
INFO RPT-ONL-EXPORT MAINT (CM)	\$40.000
INFO RPT-ONL-EXPORT ITEMS (CM)	\$0.000
INFO RPT-ONL-PREV DAY BAL (CM)	\$0.270
INFO RPT-ONL-PAID CHECK IMAGES	\$0.000
INFO RPT-ONL-DEP TICKET IMAGES	\$0.000
INFO RPT-ONL-PRV DAY TRAN SRCH	\$0.000
INFO RPT-ONL-RETURNED ITEMS	\$0.600
PC BANKING FEE	\$15.000
AFI REPURCHASE AGMT - PUB FUND	\$150.000
REMOTE DEPOSIT CAPTURE SCANNER	\$575.00
REMOTE DEPOSIT CAPTURE SCANNER MONTHLY MAINTENANCE	\$50.00