



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: 2021-02-12

Order Number: AMA 1300 1300 STO2000000001 3	Procurement Folder: 603258
Document Name: Depository Services for Cash Management	Reason for Modification: Change Order 2 is to renew and incorporate the First Amendment and revised Pricing Schedule.
Document Description: Depository Services for Cash Management	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2019-06-19
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000117301 PNC BANK NA COMMERCIAL LOAN OPERATIONS PITTSBURGH PA 152747046 US Vendor Contact Phone: 412-768-7653 Extension: Discount Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th></th> <th style="text-align: center;">Discount Allowed</th> <th style="text-align: center;">Discount Percentage</th> <th style="text-align: center;">Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td style="text-align: center;">No</td> <td style="text-align: center;">0.0000</td> <td style="text-align: center;">0</td> </tr> <tr> <td>#2</td> <td style="text-align: center;">No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td style="text-align: center;">No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td style="text-align: center;">No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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

Total Order Amount:	Open End
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Bryan Archer
DATE: 2021-02-12
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 2 - Change Order 2 is to renew and incorporate the First Amendment and revised Pricing Schedule.

No other changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000				\$0.00
	Service From	Service To			
	2019-06-19	2021-06-30			

Commodity Line Description: Banking and investment

Extended Description:

Depository Services for Cash Management

	Document Phase	Document Description	Page
STO2000000001	Final	Depository Services for Cash Management	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

FIRST AMENDMENT

to

AGREEMENT

between

PNC BANK, NATIONAL ASSOCIATION (“PNC”)

and

WEST VIRGINIA STATE TREASURER’S OFFICE (“STO”)

This FIRST AMENDMENT (“First Amendment”) is made effective July 1, 2020, and amends the Agreement dated June 19, 2019, (“Agreement”), known as STO 2000000001 by and between **PNC BANK, NATIONAL ASSOCIATION (“PNC”)** and the **WEST VIRGINIA STATE TREASURER’S OFFICE (“STO”)**.

WHEREAS, the Bank desires to update the cost for the depository services provided on Exhibit A; and

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

NOW, THEREFORE, THIS AMENDMENT WITNESSETH:

The parties covenant and agree as follows:


1. **Pricing Schedule:** The cost for the depository services provided to STO is reflected on the updated pricing schedule, attached hereto as Exhibit A (“Fees”). The Fees will not be increased prior to June 30, 2021.. Thereafter, PNC may increase the Fees at any time in accordance with the Agreement.
2. Treasury management implementation, set-up and line item fees for any additional services and/or upgrades to existing Services that may be requested by STO shall be negotiated and agreed to by the parties in a separate amendment.
3. **Remaining Terms and Conditions:** This First Amendment constitutes the entire understanding and agreement of the parties with respect to the subject matter and supersedes all prior agreements, written or oral, between the

parties with respect thereto. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.


4. **Execution in Duplicate:** This First Amendment may be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

PNC Bank, National Association

 Approval Signature	Vice President Title	January 14, 2021 Date
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WEST VIRGINIA STATE TREASURER'S OFFICE:

 Approval Signature	Deputy Treasurer Title	1/19/2021 Date
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This document was drafted by:
M. Lindsay Marchio, Esq. – WV Bar #12859
West Virginia State Treasurer's Office
322 70th Street SE
Charleston, WV 25304
(304) 340-5023



AFP Code	Service Description	Unit Price	Minimum
10000	ACCOUNT MAINTENANCE	20.0000	0.00
100200	REGULAR DEPOSIT TICKET	2.7500	0.00
100220	DEPOSIT ITEMS-ON US(N)	0.1200	0.00
100200	DEPOSITED ITEMS-TRANSIT	0.1800	0.00
100015	ATM CASH DEPOSITED (\$10 UNITS)	0.0500	0.00
109999	ATM-DEPOSIT TRANSACTION	0.7500	0.00
100440	DEP ITEMS RETURNED:STORE # PROVIDED	0.3000	0.00
100400	RETURNS	12.5000	0.00
100402	RECLEARS	7.5000	0.00
150420	STOP PAYMENT	45.0000	0.00
102004	DEP ITEMS RETURNED:PHOTOCOPY	5.0000	0.00
10320	STATEMENTS:ADDITIONAL COPIES	15.0000	0.00
103200	STATEMENTS:SNAPSHOTS	15.0000	0.00
103200	STATEMENTS:ADDITIONAL CUTOFF	15.0000	0.00
19999	BLOCKED CHECKS	15.0000	0.00
999999	RETURNED CASHED CHECK CHARGE	15.0000	0.00
100500	DEPOSIT ADJUSTMENT FEE	15.0000	0.00
151342	STATEMENT PHOTOCOPY	20.0000	0.00
151342	STATEMENT RECONSTRUCTION	15.0000	0.00
151342	STATEMENT RECONSTRUCT NUMBER/CHECKS	3.0000	0.00
151342	CHECK WITHOUT SAFEKEEPING PHOTOCOPY	16.0000	0.00
109999	DUAL STATEMENT DELIVERY	10.0000	0.00
	010 - Demand Deposit Total		
10200	REMOTE DEPOSIT CAPTURE-TICKETS	0.9000	0.00
109999	DEPOSIT ON SITE MOBILE TICKETS	0.9000	0.00
109999	DEPOSIT ON SITE MOBILE IMAGES	0.1900	0.00
109999	DEPOSIT ON SITE MOBILE MAINTENANCE	10.0000	0.00
100218	REMOTE DEPOSIT CHECK IMAGES	0.1500	0.00
109999	DEPOSIT ON-SITE MONTHLY FEE	90.0000	0.00
109999	IMAGE CASH LETTR IMPLEMENTATION FEE	600.0000	0.00
109999	IMAGE DEPOSIT	0.9000	0.00
109999	IMAGE DEPOSIT-ON US ITEMS	0.0300	0.00
109999	IMAGE DEPOSIT - OTHER ITEMS	0.0900	0.00
109999	DOS REMITTANCE IMPLEMENTATION FEE	150.0000	0.00
109999	DOS REMITTANCE MONTHLY FEE	75.0000	0.00
109999	DOS REMITTANCE CAPTURE ITEM	0.0600	0.00
109999	IMAGE EXPORT IMPLEMENTATION FEE	250.0000	0.00
109999	DOS IMAGE EXPORT MONTHLY FEE	75.0000	0.00
109999	DOS IMAGE EXPORT PER ITEM FEE	0.0300	0.00
109999	IMAGE CASH LETTER MONTHLY FEE	100.0000	0.00
	011 - Remote Deposit Total		
150340	OVERDRAFT HANDLING *	60.0000	0.00
999999	NEGATIVE EARNINGS ALLOWANCE	**	0.00
14	COMPENSATION FOR OVERDRAFT INTEREST	***	0.00
	015 - Overdraft Total		
100048	CURRENCY FURNISHED (\$10 UNITS<50K)	0.3500	0.00
100040	CURRENCY FURNISHED TRANSACTIONS OVER THE COUNTER	-	0.00
100000	OVER THE COUNTER	0.5000	0.00
100015	CASH VERIFICATION OTC-10.00 UNITS	0.0450	0.00
	040 - Branch Services Total		
209999	PINACLE IMAGE VIEWED	1.1500	0.00
	070 - Account Reconcilement Total		
10020	PARENT ACCOUNT	70.0000	0.00
19999	2ND LEVEL PARENT ACCOUNT	45.0000	0.00
10112	ZERO BALANCE TRANSACTIONS	1.0000	0.00
10020	ZERO BALANCE ACCOUNTS	30.0000	0.00
999999	TARGET BALANCE TRANSACTIONS	1.0000	0.00
	100 - Zero Balance Accounts Total		
250120	ADDENDA ORIGINATED/RECEIVED	0.0200	0.00
250200	DEBITS RECEIVED	0.2000	0.00
251056	ACH FRAUD PROTECTION IMPLEMENTATION	50.0000	0.00
251050	ACH POSITIVE PAY MONTHLY SERVICE	25.0000	0.00
	110 - ACH Total		
400222	PREVIOUS DAY ACCOUNT	25.0000	0.00
400225	CURRENT DAY ACCOUNT	25.0000	0.00
400272	PINACLE INFO REPORTING MONTHLY	100.0000	0.00
400271	PINACLE-PREV DAY TRANS- 2 YEAR	0.1700	0.00
400274	PINACLE-CURRENT DAY TRANSACTION	0.1900	0.00

Exhibit A

"Fees"

STATE OF WEST VIRGINIA



AFP Code	Service Description	Unit Price	Minimum
409999	PINACLE EMAILED REPORTS	0.2500	0.00
999999	PINACLE SET-UP FEE	400.0000	0.00
409999	PINACLE INFORMATION REPORTING IMAGE	1.1500	0.00
409999	PINACLE EVENT NOTIF-EMAIL	-	0.00
409999	PINACLE MODULE FEES	15.0000	0.00
	130 - PINACLE Total		
371	CHARGE FOR INVOICE	17.5000	0.00
999999	PRINTED ANALYSIS STATEMENT FEE	7.5000	0.00
10964	AUTOMATED AUDIT CONFIRMATION FEE	25.0000	0.00
10640	CREDIT INQUIRIES	40.0000	0.00
	210 - Miscellaneous Total		
000230	Account Balance Fee †	0.1420	0.00

* Overdraft Handling Charge is \$60.00 per item with a cap of 10 per day.

** Negative Earnings Allowance is charged at the DDA account level at the ECR rate⁽¹⁾ and is assessed if the clients monthly collected balance is negative.

*** Overdraft interest is charged at the relationship level on a daily basis. The rate is Prime + 3 minus the earnings credit⁽²⁾.

(1) Earning Credit Rate (ECR) is set at the bank's discretion and subject to change at any time.

† Account Balance Fee is \$0.1420 per \$1,000.00 in balances.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(j), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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.

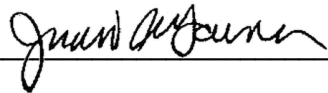
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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 exceeds 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: _____

Authorized Signature:  _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

MEMORANDUM OF INSURANCE					DATE 31-Aug-2020	
This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=3535836 . The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE Co. A See List Below			
INSURED The PNC Financial Services Group, Inc., Including subsidiaries Three PNC Plaza 225 Fifth Avenue, 4th Floor, Pittsburgh Pennsylvania 15222 United States			Co. B Co. C Co. D Co. E Co. F			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	GL 1728977	01-Sep-2020	01-Sep-2021	GENERAL AGGREGATE	10,000,000
					PRODUCTS - COMP/OP AGG	INCLUDED
					PERSONAL AND ADV INJURY	5,000,000
					EACH OCCURRENCE	5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	5,000,000
					MED EXP (ANY ONE PERSON)	2,500
A	AUTOMOBILE LIABILITY	CA 4594410 (AOS)	01-Sep-2020	01-Sep-2021	COMBINED SINGLE LIMIT	5,000,000
A	Any Auto	CA 4594411 (VA)	01-Sep-2020	01-Sep-2021	BODILY INJURY (PER PERSON)	
A		CA 4594412 (MA)	01-Sep-2020	01-Sep-2021	BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
A	EXCESS LIABILITY Umbrella Form	XEUG27891342006	01-Sep-2020	01-Sep-2021	EACH OCCURENCE	10,000,000
					AGGREGATE	10,000,000
A	WORKERS COMPENSATION / EMPLOYERS LIABILITY	WC Policies - Various: See Below	01-Sep-2020	01-Sep-2021	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	Excess Workers' Compensation	XWC 6559399 (OH)	01-Sep-2020	01-Sep-2021	EL Each Accident EL Disease - Policy Limit EL Disease - Each Employee	\$1,000,000 \$1,000,000 \$1,000,000

	and Employer's Liability				

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE		DATE 31-Aug-2020
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=3535836. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED The PNC Financial Services Group, Inc., Including subsidiaries Three PNC Plaza 225 Fifth Avenue, 4th Floor, Pittsburgh Pennsylvania 15222 United States	
ADDITIONAL INFORMATION WITH RESPECT TO THE GENERAL LIABILITY POLICY:		
<p>Policy No. GL 1728977 National Union Fire Insurance Company of Pittsburgh PA</p> <p>You are an ADDITIONAL INSURED (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.</p> <p>This insurance is primary and non-contributory if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.</p> <p>The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has waived its rights of recovery in your contract or agreement that is executed before such loss.</p>		
<hr/> WITH RESPECT TO THE AUTOMOBILE LIABILITY POLICIES:		
<p>Following is a description of the policies applicable to this coverage:</p> <p>Policy No. CA 4594410 National Union Fire Insurance Company of Pittsburgh, PA States Covered: AL, DE, FL, GA, IL, IN, KS, KY, MD, MI, MN, MO, NC, NJ, OH, PA, SC, TN, TX, WI, WV</p> <p>Policy No. CA 4594411 National Union Fire Insurance Company of Pittsburgh, PA States Covered: VA</p> <p>Policy No. CA 4594412 National Union Fire Insurance Company of Pittsburgh, PA</p>		

States Covered: MA

You are an ADDITIONAL INSURED (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

This insurance is primary and non-contributory if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has waived its rights of recovery in your contract or agreement that is executed before such loss.

WITH RESPECT TO THE UMBRELLA LIABILITY POLICY:

Policy No. XEUG27891342006
ACE Property and Casualty Insurance Company

WITH RESPECT TO THE WORKERS' COMPENSATION POLICIES:

Following is a description of the policies applicable to this coverage:

Policy No. WC 045886769
AIU Insurance Company
States Covered: AL, AR, AZ, CO, CT, DC, DE, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, PA, RI, SC, TN, TX, UT, VA, WV

Policy No. WC 045886771
Illinois National Insurance Company
States Covered: MA, OR, WA, WI, WY

Policy No. WC 045886770
AIU Insurance Company
States Covered: FL

Policy No. WC 045886768
AIU Insurance Company
States Covered: CA

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has waived its rights of recovery in your contract or agreement that is executed before such a loss.

WITH RESPECT TO THE EXCESS WORKERS' COMPENSATION POLICY (OH):

Policy No. XWC 6559399
National Union Fire Insurance Company of Pittsburgh, PA

<https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3535836>

For any questions, contact Sam Baliga (sam.baliga@marsh.com).

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.