



# 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:** 2021-05-25

<b>Order Number:</b> AMA 1300 1300 STO2000000001 4	<b>Procurement Folder:</b> 603258
<b>Document Name:</b> Depository Services for Cash Management	<b>Reason for Modification:</b> Change Order 3 To renew according to the attached documentation.
<b>Document Description:</b> Depository Services for Cash Management	
<b>Procurement Type:</b> Agency Master Agreement	
<b>Buyer Name:</b> Shelly Murray	
<b>Telephone:</b> (304) 341-7089	
<b>Email:</b> shelly.murray@wvsto.com	
<b>Shipping Method:</b> Vendor	<b>Effective Start Date:</b> 2019-06-19
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2022-06-30

VENDOR	DEPARTMENT CONTACT																				
<b>Vendor Customer Code:</b> 000000117301 PNC BANK NA COMMERCIAL LOAN OPERATIONS  PITTSBURGH PA 152747046 US <b>Vendor Contact Phone:</b> 412-768-7653 <b>Extension:</b>  <b>Discount Details:</b> <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			<b>Requestor Name:</b> Shelly Murray <b>Requestor Phone:</b> (304) 341-7089 <b>Requestor Email:</b> 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

<b>Total Order Amount:</b>	Open End
----------------------------	----------

**DEPARTMENT AUTHORIZED SIGNATURE**  
**SIGNED BY :** Shelly Murray  
**DATE:** 2021-05-25  
**ELECTRONIC SIGNATURE ON FILE**

**Extended Description:**

Change Order

Change Order No. 3 - To renew and incorporate the Second Amendment and revised Pricing Schedule.

Renewal dates: 7/1/2021 through 6/30/2022

No other changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000				\$0.00
	<b>Service From</b>	<b>Service To</b>			
	2019-06-19	2022-06-30			

**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

**SECOND AMENDMENT**

**to**

**AGREEMENT**

**between**

**PNC BANK, NATIONAL ASSOCIATION (“PNC”)**

**and**

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

This SECOND AMENDMENT (“Second Amendment”) is made effective July 1, 2021, 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”)** and supersedes and replaces Amendment No. 1 dated July 1, 2020.

**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:**

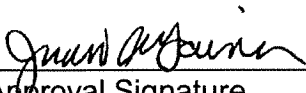
The parties covenant and agree as follows:

1. **Extension:** The Agreement shall be extended for the period July 1, 2021, through June 30, 2022.
2. **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, 2022. Thereafter, PNC may increase the Fees in accordance with the Agreement.
3. 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.

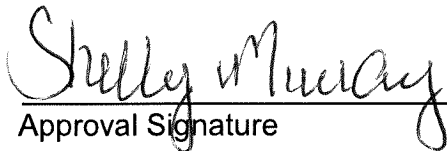
4. **Remaining Terms and Conditions:** This Second Amendment constitutes the entire understanding and agreement of the parties with respect to the subject matter and supersedes all prior agreements, written or oral, between the parties with respect thereto. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.
5. **Execution in Duplicate:** This Second Amendment may be executed in duplicate, each of which shall be considered an original.

**WITNESSETH THE FOLLOWING SIGNATURES:**

**PNC Bank, National Association**

 Approval Signature	<u>Vice President</u> Title	<u>May 14, 2021</u> Date
---	--------------------------------	-----------------------------

**WEST VIRGINIA STATE TREASURER'S OFFICE:**

 Approval Signature	<u>DT, Purchasing</u> Title	<u>5/25/2021</u> Date
--	--------------------------------	--------------------------

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

Exhibit A

"Fees"

STATE OF WEST VIRGINIA



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
	<b>010 - Demand Deposit Total</b>		
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 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 MONTHLY FEE	75.0000	0.00
109999	DOS REMITTANCE CAPTURE ITEM	0.0600	0.00
109999	DOS IMAGE EXPORT MONTHLY FEE	75.0000	0.00
109999	DOS IMAGE EXPORT PER ITEM FEE	0.0300	0.00
109999	API CHECK IMAGES	0.2500	0.00
109999	IMAGE CASH LETTER MONTHLY FEE	100.0000	0.00
	<b>011 - Remote Deposit Total</b>		
150340	OVERDRAFT HANDLING *	60.0000	0.00
999999	NEGATIVE EARNINGS ALLOWANCE	**	0.00
14	COMPENSATION FOR OVERDRAFT INTEREST	***	0.00
	<b>015 - Overdraft Total</b>		
100048	CURRENCY FURNISHED (\$10 UNITS<50K)	0.3500	0.00
100040	CURRENCY FURNISHED TRANSACTIONS	-	0.00
100000	OVER THE COUNTER DEPOSIT TICKETS	0.5000	0.00
100015	CASH VERIFICATION OTC-10.00 UNITS	0.0450	0.00
	<b>040 - Branch Services Total</b>		
209999	PINACLE IMAGE VIEWED	1.1500	0.00
	<b>070 - Account Reconciliation Total</b>		
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
	<b>100 - Zero Balance Accounts Total</b>		
250120	ADDENDA ORIGINATED/RECEIVED	0.0200	0.00
250200	DEBITS RECEIVED	0.2000	0.00
250201	CREDITS RECEIVED	0.2000	0.00
251050	ACH POSITIVE PAY MONTHLY SERVICE	25.0000	0.00
	<b>110 - ACH Total</b>		
400222	PREVIOUS DAY ACCOUNT	25.0000	0.00
400225	CURRENT DAY ACCOUNT	25.0000	0.00
40027Z	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
409999	PINACLE EMAILED REPORTS	0.2500	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

Exhibit A

"Fees"

STATE OF WEST VIRGINIA



AFP Code	Service Description	Unit Price	Minimum
	<b>130 - PINACLE Total</b>		
609999	SAME CCY INTL CASH LETTER ITEM DEP	30.0000	0.00
609999	CROSS-CCY INTL CASH LETTER ITEM DEP	30.0000	0.00
	<b>180 - International Total</b>		
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
10964	MANUAL AUDIT CONFIRMATION FEE	50.0000	0.00
	<b>210 - Miscellaneous Total</b>		
	<b>Fee Based Total</b>		
000230	Account Balance Fee †	0.0142	0.00
251056	ACH FRAUD PROTECTION IMPL	50.0000	0.00
109999	REMOTE DEPOSIT IMAGE CASH LTR IMPL	600.0000	0.00
109999	REMOTE DEPOSIT DOS REMITTANCE IMPL	150.0000	0.00
109999	REMOTE DEPOSIT IMAGE EXPORT IMPL	250.0000	0.00
	<b>Implementation Fee Total</b>		

\* 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<sup>(1)</sup> 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<sup>(1)</sup>.

(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(i), 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.

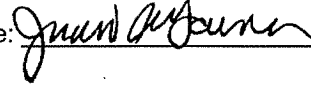
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: PNC Bank

Authorized Signature:  Date: May 14, 2021

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** \_\_\_\_\_



## Murray, Shelly

---

**From:** Gainer, Judith A <judith.gainer@pnc.com>  
**Sent:** Thursday, April 29, 2021 9:22 AM  
**To:** Murray, Shelly  
**Cc:** Marchio, Lindsay; Fertal, Julie A  
**Subject:** RE: [External] RE: AMA STO2000000001 Depository Services Contract Renewal  
**Attachments:** STO20000000001 Second Amendment (Cost Sheet Update and Renewal) 04-28-2021.docx; WEST VIRGINIA STATE \_Presentation 2021 2022.pdf

Good morning Shelly,

The revised draft documents are included here for your review. Please confirm they're acceptable and I'll send the executable version along with the insurance certificate and the WV State Purchasing affidavit.

Due to continued COVID restrictions, I'd like to request that the State waive the notary requirement for this second renewal - similar to the accommodation made with the first renewal.

Thank you.

*Judy*

Judith A. Gainer  
Vice President  
Treasury Management Sales Officer | Public Finance

The PNC Financial Services Group, Inc.  
The Tower at PNC Plaza (PT-PTWR-08-1)  
300 Fifth Avenue  
Pittsburgh, PA 15222

Phone: 412-768-1044  
Cell: 724-433-9327  
E-mail: [judith.gainer@pnc.com](mailto:judith.gainer@pnc.com)

**From:** Murray, Shelly <Shelly.Murray@wvsto.com>  
**Sent:** Thursday, April 15, 2021 2:33 PM  
**To:** Gainer, Judith A <judith.gainer@pnc.com>  
**Subject:** EXTERNAL: RE: [External] RE: AMA STO2000000001 Depository Services Contract Renewal

**\*\* This email has been received from outside the organization – Think before clicking on links, opening attachments, or responding. \*\***

Great, thank you.

**From:** Gainer, Judith A <judith.gainer@pnc.com>  
**Sent:** Thursday, April 15, 2021 2:30 PM  
**To:** Murray, Shelly <Shelly.Murray@wvsto.com>  
**Subject:** [External] RE: AMA STO2000000001 Depository Services Contract Renewal

---

**CAUTION:** This e-mail originated from outside of the WVSTO. Please exercise caution.