

EXTENDED AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Vendor: Preferred ATM Services, LLC

Vendor's Mailing Address:

104 Thornwood Road
Georgetown, Texas 78628

Agreement Subject of this Extension Agreement:

The Automated Teller Machine Location Agreement dated September 11, 2018, by and between Vendor and County (the "Agreement") attached hereto as Exhibit A.

Agreement to Extend Agreement:

1. Extended Term: Vendor and County (hereinafter collectively referred to as the "Parties") hereby agree to extend the Agreement for an additional term of one (1) year, commencing on September 11, 2023, and ending on September 10, 2024 ("Extended Term").

Agreement to Amend Automated Teller Machine Locations:

1. Automated Teller Machine Locations: Vendor and County hereby agree to amend the eight (8) automated teller machine locations set forth in the Agreement attached hereto as Exhibit A to include only the five (5) automated teller machine locations set forth in Attachment B – Williamson County Automated Teller Machine Locations attached hereto as Exhibit B.

Amendment of Agreement Terms, Covenants and Conditions:

To the extent that any terms, covenants or conditions of the Agreement contradict or conflict with the terms of this Extension Agreement, the terms of this Extension Agreement shall control. All other existing terms, covenants and conditions of the Agreement shall remain in full force and effect during the Extended Term and any extended term thereafter.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Extension Agreement to be effective as of the date of the last party's execution below.

VENDOR:

Preferred ATM Locations, LLC

By: Ben Daniel

Printed Name: Ben Daniel

Representative Capacity: Managing Member

Date: 8/21, 2023

COUNTY:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____, 20____

Exhibit A

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

This ATM Agreement is made this 11th day of September, 2018 by and between WILLIAMSON COUNTY, TEXAS, hereinafter called LESSOR and PREFERRED ATM SERVICES LLC, hereinafter called LESSEE, on the following terms and conditions.

- I. For and in consideration of the lease payment set out and the service to be provided for the benefit of LESSOR by LESSEE, LESSOR does hereby lease and grant an exclusive right license to LESSEE, locations upon and within, but not limited to the following eight (8) properties, for the purpose of installing and operating Automatic Teller Machines (ATM's).**

**Tax Office
904 S. Main Street
Georgetown, TX 78626**

**Pct. 1
1801 E Old Settlers Blvd
Round Rock, Texas, 78664**

**Pct. 2
350 Discovery Blvd
Cedar Park, TX 78613**

**Pct. 3
301 S.E. Inner Loop
Georgetown, TX 78626**

**(Location to Change FY19)
151 Wilco Way
Georgetown, TX 78626**

**Pct. 4
211 W 6th St
Taylor, Texas 76574**

**Williamson County Justice Center
405 MLK Street
Georgetown, Texas 78626**

**Quarry Splash Pad (Seasonal)
503 Borho
Leander, Texas 78642**

**Williamson County Expo Center (As Needed)
5350 Bill Pickett Trail
Taylor, Texas 76574**

- II. The lease payments, which will be paid monthly and due by the end of the following month for the previous months transactions, shall be: SEE ATTACHED PRICE SHEET – Appendix “A” and “Price Sheet Attachment (setting forth options “A” and “B” for Price Sheet, which are both incorporated herein as if copied in full. LESSOR reserves the right to choose the available ATM Customer Transaction Fees set forth in Appendix “A” and “Price Sheet Attachment”. LESSEE shall provide to Lessor financial reports to summarize all activity and transactions to show the calculation of lease payments and shall cooperate with any reasonable requests for information from LESSOR.**

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSOR and LESSEE hereby agree that:

- (a) During the term of this Agreement or any renewal of the same, LESSOR shall not grant the right of installing or operating ATM service at the locations described herein to any other company, financial institution, or person including LESSOR.**
- (b) TERM of the contract shall provide ATM services for an initial term of twelve (12) months, beginning the first day of the first month after the date of the award. Contract extensions may be agreed upon in twelve (12) month increments for up to an additional forty eight (48) months, with the terms and conditions remaining the same, unless otherwise negotiated due to the deflation or inflation of the U.S. Currency. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months.**
- (c) LESSOR shall exercise reasonable care to prevent damage or destruction to the ATM installed under this Agreement but shall not be liable or responsible for such loss, damage or destruction unless caused by willful or gross neglect.**
- (d) LESSOR will provide dedicated power for the ATM and either a phone line or Internet connection at no cost to LESSEE.**
- (e) LESSOR and LESSEE agree the ATM is and always will be the property of LESSEE unless this contract is replaced with a new contract describing the terms and conditions of any change of ownership of the ATM.**
- (f) LESSEE or its agents will provide all service maintenance and technical support.**
- (g) The location of the ATM and the space provided shall be agreed upon between the LESSEE and LESSOR. The space shall be suitable and in plain view, readily accessible to make the services available to the general public. LESSOR, its employees or customers will take no action, which prevents or adversely affects the access, view or use of the ATM.**
- (h) LESSOR has the authority to enter into this Agreement.**
- (i) LESSEE shall install the ATM at its sole expense.**
- (j) LESSEE shall bolt the ATM to the floor to prevent theft and prohibiting the ATM from being tipped over.**
- (k) LESSEE is not responsible to repair any holes, slab damage or other damage caused to the location by the installation or removal of the ATM.**
- (l) All ATM's, signage, and other equipment, fixtures and supplies furnished or installed by LESSEE shall remain the property of LESSEE. Upon termination of this Agreement, LESSEE shall have the right to enter the location to remove all of its property. LESSOR agrees that it and its employees or customers will not post or place on or above the ATM, any signs, plaques, advertising or other material except as may be authorized by LESSEE.**
- (m) At the end of the original term or at the end of any renewal term of this Lease, LESSOR grants to LESSEE a thirty (30) day option to match any bona fide third party offer in connection with the use and/or operation of ATM equipment.**
- (n) If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resulting to litigation or some other dispute resolution procedure.**
- (o) This is the sole agreement between parties hereto, superseding all previous agreements, and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. Each acknowledge the receipt and retention of a fully executed copy hereof.**
- (p) This ATM is being processed by LESSEE, and network sponsorship is being provided by Meta Bank.**
- (q) Both parties agree to and will comply with all the terms and conditions of this Agreement and of the original Williamson County (RFP) dated July, 2018.**
- (r) Compliance with All Laws: The Lessee agrees, in connection with this lease or any related items to the subject matter of this contract, to comply with any and all local, state or federal requirements**
- (s) No Assignment: Lessee may not assign this contract without express written consent.**
- (t) Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.**

AUTOMATED TELLER MACHINE LOCATION AGREEMENT

LESSEE

PREFERRED ATM SERVICES LLC

BY: 

PRINT NAME: Joe SAVAGE

TITLE: owner

DATE: 9-4-18

LESSOR

WILLIAMSON COUNTY, TEXAS

BY: 

PRINT NAME: DAN A GENTRY

TITLE: County Judge

DATE: 09-18-2018

PRICE SHEET

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The Respondent, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Please enter the total transaction fee charged to customer – as member or non-member, then itemize the distribution of the fees collected. If member/non-member is not relevant enter "NA".

Example: Customer Transaction Fee: \$.00
Commission to Respondent: \$.00
Commission to County: \$.00

ATM Customer Transaction Fee (Non-Member): 3.00

Commission to Respondent: 2.40

Commission to Williamson County: .60

ATM Customer Transaction Fee (Member if applicable): NA

Commission to Respondent: NA

Commission to Williamson County: NA

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Exhibit B

RFP - AUTOMATED TELLER MACHINE (ATM) AND SERVICES, WILLIAMSON COUNTY – JUNE 2023

Attachment B – Williamson County Automated Teller Machine (ATM) Locations

Building Name	Address	City	Zip Code
Round Rock Jester	1801 E Old Settlers Blvd.	Round Rock	78664
Cedar Park Annex	350 Discovery Blvd.	Cedar Park	78613
Justice Center	405 MLK Street	Georgetown	78626
Georgetown Tax Office	904 S. Main Street	Georgetown	78626
Expo Center	5350 Bill Pickett Trail	Taylor	76574