
**WILLIAMSON COUNTY
ATM SUPPLY AGREEMENT
PREFERRED ATM SERVICE LLC**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ATM SUPPLY AGREEMENT (hereinafter “Agreement”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Preferred ATM Services LLC** (hereinafter “Service Provider”), both of which are referred to herein as the parties.

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. County agrees to engage Service Provider as the exclusive supplier of Automated Teller Machines (“ATMs”) for the locations, specified in **Exhibit A** (“Locations”), in accordance with the following terms and conditions:

- Service Provider agrees to supply, install, maintain ATMs at the Locations specified in Exhibit A.
- Service Provider shall ensure that all ATMs supplied under this Agreement comply with all applicable laws, regulations, and industry standards.
- Service Provider shall be responsible for the installation, setup, and ongoing maintenance to ensure proper functioning of the ATMs at the Locations.
- All ATMs, equipment, fixtures, and supplies furnished or installed by Service Provider shall remain the property of Service Provider.
- County agrees that County employees or customers will not post or place on or above the ATM, any signs, plaques, advertising, or other materials except as may be authorized by Service Provider.
- County shall exercise reasonable care to prevent damage or destruction to the ATMs installed under this Agreement.

- County shall provide Service Provider with access to the Locations as reasonably necessary to perform installation, maintenance, and repair services.

II.

Effective Date and Term: This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2025 ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for four (4) successive one-year terms (each a "Renewal Term"), with the same terms and conditions as set forth in this Agreement.

III.

Payments: In consideration for being the exclusive provider of ATMs and related services, Service Provider shall pay County a monthly lease fee for the use of space at each Location where an ATM is installed. The lease fee amount and payment terms shall be set forth in **Exhibit B** ("Price Sheet"). Additionally, Service Provider shall provide to County financial reports to summarize all activity and transactions to show the calculation of lease payments and shall cooperate with any reasonable request for information from County.

IV.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

V.

INDEMNIFICATION – SERVICE PROVIDER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY NEGLIGENCE OR MISCONDUCT BY SERVICE PROVIDER OR ITS REPRESENTATIVES.

VI.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson

County Commissioners Court, or the Williamson County Judge.

VII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

IX.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

X.

Severability: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XI.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Agreement.

XIII.

No Assignment: Service Provider may not assign this Agreement without prior written consent from the County.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XV.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XVIII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. Locations, being marked **Exhibit "A"**; and
- B. Price Sheet, being marked **Exhibit "B"**.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Agreement and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

SIGNATURES TO FOLLOW

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell (Jun 25, 2024 11:17 CDT)
Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Preferred ATM Services LLC
Name of Service Provider

Ben Daniel
Authorized Signature

Ben Daniel
Printed Name

Date: JUNE 3rd, 2024

AUTOMATED TELLER MACHINE (ATM) SERVICES, WILLIAMSON COUNTY

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

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

AUTOMATED TELLER MACHINES (ATM) SERVICES

Attachment B - PRICE SHEET

The Respondent agrees to furnish the services at the following rate:

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

*Example: Customer Transaction Fee: \$0.00
Commission to Respondent: \$0.00
Commission to County: \$0.00*

ATM Customer Transaction Fee (Non-Member):	\$ 3.00
Commission to Respondent:	\$ 2.40
Commission to Williamson County:	\$ 0.60
ATM Customer Transaction Fee (Member, if applicable):	N/A
Commission to Respondent:	N/A
Commission to Williamson County:	N/A

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