

AUTOMATED TELLER MACHINE (ATM) PLACEMENT AGREEMENT

This Automated Teller Machine Placement Agreement (“Agreement”) is entered into as of May 4, 2026 (the “Effective Date”), by and between: the Oklahoma County Public Buildings Authority on behalf of the Oklahoma County Sheriff’s Office (the “Agency”), Oklahoma County, State of Oklahoma, whose main address is 2101 N.E. 36th St, Oklahoma City, OK 73111, and the Municipal Employees Credit Union of Oklahoma City, Oklahoma (“MECU” or the “Operator”), whose main address is 8812 S. Walker Ave., Oklahoma City, OK 73139. This Agreement sets forth the terms and conditions under which MECU is permitted to install, operate, maintain, service, and otherwise support the operation of one automated teller machine (ATM) at an Agency-controlled facility.

- 1. LICENSE; NO-PROPERTY INTEREST.** The Agency grants MECU a revocable, non-exclusive license to install, operate, service, maintain, and remove one ATM at the location approved in Exhibit A. This Agreement grants no leasehold, tenancy, easement, or other real property interest. Ownership and control of the facility remain solely with the Agency, subject to MECU’s access rights expressly stated herein.
- 2. LOCATION AND ACCESS.** The ATM shall be placed only in the location approved in Exhibit A. MECU and its authorized contractors may access the ATM for installation, maintenance, cash replenishment, repair, monitoring, and removal. Access requirements, escort procedures, badging, and scheduling shall be commercially reasonable, applied in a non-discriminatory manner, and based on legitimate security or operational needs. Access shall not be unreasonably restricted so as to materially interfere with normal ATM operations, except during bona fide security events, emergencies, or facility closures. The Agency acknowledges that cash replenishment and routine maintenance are operationally necessary for ATM functionality and will accommodate such access as soon as reasonably practicable, subject to applicable security requirements. The Agency shall not intentionally or unreasonably interfere or allow for interference with the operation of the ATM in a manner inconsistent with legitimate security or operational needs. Authorized third-party vendors acting on behalf of MECU shall have the same access rights as MECU personnel, subject to applicable security requirements.
- 3. TERM AND TERMINATION.** The initial term of this Agreement shall commence on the date of execution of same and by operation of Article 10 Section 26 of the Oklahoma Constitution, shall terminate at the end of the fiscal year on June 30, 2025. County shall have the right to renew this Contract for annual renewal periods. Each annual renewal period shall expire on the last day of the then current fiscal year of County. In order for the contract to be continued the contract must be renewed on July 1 or thereafter of each succeeding fiscal year by an affirmative action of the Board of County Commissioners. Pursuant to 62 O.S. §430.1 in no event shall the County's obligation be deemed to continue past the end of the County's fiscal year ending June 30 of every year, nor shall County be deemed to be indebted beyond the indebtedness created by each fiscal year's obligation. It is agreed between the parties that the County may terminate this contract at any time before the end of the fiscal year for any reason after giving the Vendor a thirty day written notice and may terminate immediately if Vendor breaches any of the terms of this contract.. Either party may terminate this Agreement immediately upon written notice in the event of (i) a material breach that remains uncured following any applicable cure period, (ii) a legal or regulatory requirement mandating termination, or (iii) a documented security threat or condition that reasonably requires immediate termination to protect persons, property, or operational integrity. In addition, the Agency may take immediate action to suspend access to the Facility or ATM site where reasonably necessary to address an immediate safety, security, or law enforcement concern affecting the premises. Upon expiration or termination of this Agreement, MECU shall be permitted a commercially reasonable period, not to exceed

ninety (90) days, to remove the ATM and related equipment, subject to coordination with Agency security and access requirements.

4. **RELOCATION OR REMOVAL.** The Agency may require relocation or removal of the ATM for legitimate and documented operational, safety, or security reasons. When practicable, the Agency shall provide reasonable advance notice and shall coordinate with MECU in good faith to minimize disruption. Any cost-sharing for extraordinary relocation expenses must be agreed to in writing by both parties. Any Agency financial obligations under this Agreement are subject to the availability of appropriated funds and applicable law.
5. **FEES AND REVENUE.** MECU shall retain all surcharge fees and transaction revenue generated by the ATM. No rent, commission, or revenue share shall be owed to the Agency unless expressly agreed to in writing. The Agency shall not impose additional placement or operational fees unrelated to legitimate facilities or security costs.
6. **INSTALLATION, UTILITIES, AND MAINTENANCE.** MECU shall be responsible for ATM installation, maintenance, repair, and servicing. Utilities are provided as available and subject to facility limitations. Temporary interruptions may occur due to Agency operations, maintenance, emergencies, or security requirements. The Agency shall not be responsible for interruptions or damage addressed in Section 9, and MECU shall not be responsible for conditions arising from the Agency's control of the Facility. Cash replenishment and servicing of the ATM may be performed by MECU or its designated third-party service provider, including Direct Protective Services, or any successor provider upon notice to the Agency.
7. **SECURITY AND SURVEILLANCE.** All ATM equipment remains the property of MECU. Any cameras or monitoring devices installed by MECU shall be limited to the ATM area and used in accordance with applicable law and Agency security policies. The Agency may request access to recordings when legally required or for documented security investigations. Nothing in this Agreement shall be construed as an endorsement by the Agency of MECU or its products or services. To the extent permitted by applicable law and Agency policy, the Agency will cooperate in good faith with MECU's reasonable requests for information or available surveillance footage maintained by the Agency related to ATM incidents or investigations. The Agency retains responsibility for the security and control of the Facility, and nothing in this Agreement transfers responsibility for premises security to MECU. The ATM is not currently equipped with a camera; however, MECU may install surveillance equipment in the future, subject to prior notice to the Agency and compliance with applicable security requirements.
8. **INSURANCE AND LIABILITY.** MECU shall maintain commercially reasonable insurance consistent with industry standards applicable to ATM operations. The Agency shall maintain insurance or self-insurance coverage customary for Oklahoma public entities for its premises and operations, to the extent permitted by law and available through the Agency's risk management program. Each party shall be responsible for its own acts and omissions. MECU shall not be responsible for loss, damage, or injury arising from the acts or omissions of the Agency, its employees, contractors, or members of the public under Agency control. Any indemnification obligations shall apply only to the extent permitted by Oklahoma law. Nothing in this Agreement shall be construed as a waiver of any governmental immunities, defenses, or limitations on liability available to the Agency under applicable law; provided, however, that the Agency shall remain obligated to act in good faith and perform its responsibilities under this Agreement in accordance with its terms.

- 9. **DAMAGES.** The Agency shall promptly, and in any event as soon as reasonably practicable, notify MECU of any known damage, security incident, or condition affecting the safety or operability of the ATM. MECU shall be permitted reasonable access, subject to Agency security requirements, to inspect, repair, or address such conditions as soon as practicable following notice. MECU shall not be responsible for damage caused by the acts or omissions of the Agency, its employees, contractors, or members of the public under Agency control.

- 10. **CONFIDENTIALITY/NON-DISCLOSURE.** Each party shall protect confidential, proprietary, and security-sensitive information obtained in connection with this Agreement. Disclosures required by law, court order, or public-records obligations are permitted.

- 11. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in performance (other than payment obligations, if any) to the extent caused by events beyond its reasonable control, including acts of God, fire, flood, severe weather, terrorism, civil unrest, war, governmental orders, facility lockdowns, or bona fide security emergencies (each, a "Force Majeure Event"). If a Force Majeure Event materially prevents access to the ATM location or materially impairs ATM operations for more than thirty (30) consecutive days, either party may terminate this Agreement upon written notice, and MECU may remove the ATM in coordination with Agency security requirements when safe and permitted.

- 12. **ASSIGNMENT.** MECU may assign this Agreement without the Agency's consent to an affiliate or in connection with a merger, consolidation, or internal reorganization, upon written notice to the Agency. Any other assignment shall require the prior written consent of the Agency, which shall not be unreasonably withheld.

- 13. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue for any action arising under this Agreement shall lie in a court of competent jurisdiction located in Oklahoma County, Oklahoma. Nothing in this Agreement shall be construed as a waiver of any rights or protections not permitted by law.

ACKNOWLEDGMENT AND AGREEMENT

The undersigned representatives of the Parties acknowledge that they have reviewed, understood, and agree to the terms of this Agreement and Exhibit A. The Parties confirm that the approved ATM location, access requirements, installation conditions, and operational parameters set forth in Exhibit A are binding and govern MECU's operation of the ATM pursuant to this Agreement. Any modification to this Agreement or Exhibit A shall be effective only if made in writing and executed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the dates indicated below.

SIGNATURES

Oklahoma County

By: _____
 Name: _____
 Title: _____
 Date: _____

MECU / OPERATOR

By: _____
 Name: _____
 Title: _____
 Date: _____

EXHIBIT A – LOCATION, ACCESS & INSTALLATION DETAILS

This Exhibit A sets forth the location-specific terms, access requirements, and installation conditions applicable to the ATM authorized under the Agreement. All items identified below are deemed accepted and shall be binding upon the execution of the Agreement, in writing, by both Parties. The ATM shall be located in the public-access vestibule area and shall be accessible during normal facility operating hours.

Facility Location	Oklahoma County Sheriff's Office 2101 NE 36 th St., Oklahoma City, OK 73111
Location Approved Placement Area	Vestibule
Location In Public Area	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Location In Controlled Area	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Location Access Points/Entry	Access points to the Facility include the front and rear entrances. MECU and its authorized representatives shall utilize the front entrance for routine access, except as otherwise approved or directed by the Agency for security or operational reasons.
Location Badge Required	<input type="checkbox"/> Yes <input type="checkbox"/> No Badges may be required for MECU personnel and authorized service providers; the Agency will reasonably facilitate issuance or temporary access.
Location Escort Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Location Advance Scheduling Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Location Minimum Notice of Advance Scheduling	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Access for routine service and cash replenishment shall occur during normal operating hours (Monday through Friday, 8:00 AM to 3:30 PM), unless otherwise mutually agreed.
Location Designated Service Parking Available	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Agency facility at 2101 NE 36 th St.
Location Designated Service Parking Location	
ATM Installed by	<input type="checkbox"/> MECU <input type="checkbox"/> Agency <input checked="" type="checkbox"/> Other: Federal Protection, Inc. Installation and physical securing of the ATM, including bolting, will be performed by Federal Protection, Inc. in coordination with the Agency.
ATM Anchor / Floor mount Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No The ATM shall be securely bolted or anchored to the floor as agreed by the Parties.
ATM Supervision During Installation Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
ATM Electrical Power Available	<input type="checkbox"/> Yes <input type="checkbox"/> No
ATM Network / Data Connection Available	<input type="checkbox"/> Yes <input type="checkbox"/> No
ATM Signage Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No
ATM Signage Type	<input type="checkbox"/> Wall Mount <input type="checkbox"/> Free Standing <input type="checkbox"/> Other:
ATM Installed By	<input type="checkbox"/> MECU <input type="checkbox"/> Agency <input type="checkbox"/> Other: