



**AGREEMENT TO TERMINATE
FIRST AMENDED AND RESTATED AGREEMENT
FOR ARCHITECTURAL AND ENGINEERING SERVICES**

PROJECT: Small Project Architectural Services ("Project")

**ARCHITECT/
ENGINEER:** Steinbomer & Associates, Architect, Inc. ("A/E")
Jed Duhon, Principal
P.O. Box 66878
Austin, TX 78766

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT TO TERMINATE that certain **First Amended and Restated Agreement for Architectural and Engineering Services** ("Termination") is made and entered into by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E are parties to that certain **First Amended and Restated Agreement for Architectural and Engineering Services**, being executed by A/E on November 18, 2020 and by County on November 24, 2020, ("Agreement") wherein A/E agreed to provide certain professional services in connection with the Project;

WHEREAS, County and A/E desire to terminate the Agreement as of the Effective Date set out herein below.

NOW, THEREFORE, County and A/E, for and in consideration of the premises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby forever acknowledged and confessed, do mutually agree as follows:

ARTICLE 1 TERMINATION OF AGREEMENT

1.1 Termination.

On the terms set forth herein, County and A/E mutually agree to terminate the Agreement.

1.2 Effective Date of Termination.

The Effective Date of Termination shall be July 20, 2021.

1.3 Obligations Prior to Termination.

Prior to 11:59 pm on the Effective Date of Termination, County and A/E shall continue to comply with all terms of the Agreement and with **Work Authorization No. 5** that was executed and ongoing as of the date of this Termination.

1.4 Obligations Following Termination.

County and A/E shall have no continued obligations, with the exception of any obligations identified as surviving termination in the Agreement or Work Authorization No. 5.

ARTICLE 2 GENERAL PROVISIONS

2.1 Entire Agreement.

County and A/E acknowledge that this Termination embodies the entire agreement and understanding between them with respect to the Project and supersedes any prior Agreements, Amendments, Work Authorizations, and Supplemental Work Authorizations relating to the Project. This Termination may not be altered, modified, or discharged except by a writing signed by the party against whom such alteration, modification, or discharge is sought.

2.2 Identical Counterparts.

This Termination may be executed in one or more counterparts, each of which shall, for all purposes, be deemed to be an original and all of which shall collectively constitute the same instrument, but in making proof of this Termination, only one such counterpart need be produced or accounted for.

2.3 Representation and Construction.

By executing this Termination, County and A/E acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination. This Termination shall not be construed against or in favor of any party due to the fact that such party may or may not have authored said Termination or any provision contained herein.

2.4 Amendments, Work Authorizations and Supplemental Work Authorizations.

For purposes of this Termination, the term of **Work Authorization No. 5** shall also terminate as of the Effective Date of Termination.

**ARTICLE 3
SIGNATORY WARRANTY**

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Termination and that he/she has full and complete authority to enter into this Termination on behalf of the firm.

IN WITNESS WHEREOF, County has caused this Termination to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND OR MODIFY THIS TERMINATION, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Steinbomer & Associates, Architects, Inc.

By: _____

Signature

Printed Name

Title

Date Signed: _____

COUNTY:

Williamson County, Texas

By: _____

Bill Gravell Jr.

Williamson County Judge

Date Signed: _____