

**AGREEMENT TO TERMINATE
SERVICE AGREEMENT FOR INSURANCE & RISK MANAGEMENT SERVICES**

This Agreement to Terminate that certain **Service Agreement for Insurance & Risk Management Services** (this "Termination Agreement") is hereby made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("County"), and **McGriff, Seibels & Williams** ("McGriff"), which may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, County and McGriff are parties to that certain **Service Agreement for Insurance & Risk Management Services** wherein McGriff agreed to provide consulting services related to insurance and risk management for the County (the "Agreement"); and

WHEREAS, County and McGriff desire to terminate the Agreement as of the Effective Date of this Termination set out herein below.

NOW, THEREFORE, 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, the Parties agree as follows:

**ARTICLE I
TERMINATION OF AGREEMENT**

- 1.01 Termination. On the terms set forth herein, County and McGriff mutually agree to terminate the Agreement.
- 1.02 Effective Date of Termination. The Effective Date of Termination of the Agreement shall be **May 31, 2022**.
- 1.03 Obligations Under Agreement Prior to Termination. Prior to 11:59 pm on the Effective Date of Termination, the Parties shall continue to comply with all terms of the Agreement.
- 1.04 Obligations Under Agreement Following Termination. County and McGriff shall have no continued obligations under the Agreement, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations or agreements that extend beyond the Effective Date of Termination under the terms of the Agreement.
- 1.05 Fee owed by County. For the current annual fee, the parties agree that County's pro rata share for services rendered and goods actually received from April 1, 2022 through the Effective Date of Termination will be in the amount of **\$7,016.00**.

ARTICLE II
GENERAL PROVISIONS

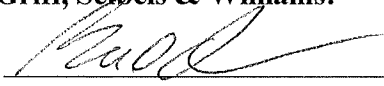
- 2.01 Entire Agreement. Each party hereto acknowledges that this Termination Agreement embodies the entire agreement and understanding between them with respect to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Termination Agreement may not be altered, modified, terminated, or discharged except by a writing signed by the parties against whom such alteration, modification, termination, or discharge is sought.
- 2.02 Identical Counterparts. This Termination Agreement 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 Agreement, only one such counterpart need be produced or accounted for.
- 2.03 Representation and Construction. By executing this Termination Agreement, the parties acknowledge that they have had the opportunity to be represented by independent counsel and review and consider the terms of the Termination Agreement. This Termination Agreement 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 Agreement or any provision contained herein.

IN WITNESS WHEREOF, the parties have executed and bound themselves to this Termination Agreement effective as of the date set forth below each party's execution.

WILLIAMSON COUNTY, TEXAS:

McGriff, Seibels & Williams:

By: _____

By:  _____

Name: _____

Name: Ben Odom _____

Title: _____

Title: Senior Vice President _____

Date: _____, 2022

Date: May 03, 2022