



AGREEMENT TO TERMINATE
Agreement for Design & Engineering Services

PROJECT: Personnel Building Expansion ("Project")

**ARCHITECT/
ENGINEER:** **MODE Design Company** ("A/E")
Ryan Hansanuwat, NCARB, LEEF AP, President
103 Woods Lane
Cedar Park, TX 78613

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

THIS AGREEMENT TO TERMINATE that certain **Agreement for Design & Engineering Services** ("Termination") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

RECITALS

WHEREAS, County and A/E are parties to that certain **Agreement for Design & Engineering Services** executed on **February 28th, 2024** ("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 due to there being a need to change the Scope of Services for the Project.

1.2 Effective Date of Termination.

The Effective Date of Termination shall be July 30th, 2024.

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.

1.4 Obligations Following Termination.

County and A/E shall have no continued obligations, with the exception of any obligations accruing prior to the Effective Date of Termination and any obligations that extend beyond the Effective Date of Termination under the terms of the Agreement.

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, 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.

For purposes of this Termination, the term "Agreement" shall mean and include the **Agreement for Design & Engineering Services** and any Amendments issued under it.

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:
MODE Design Company

By: _____
Signature

Ryan Hansanuwat

Printed Name

President

Title

Date Signed: 7/16/2024

WILLIAMSON COUNTY:

By: Bill Gravell Jr.
Bill Gravell (Jul 30, 2024 10:43 CDT)

Bill Gravell Jr.
Williamson County Judge

Date Signed: Jul 30, 2024