

## CITY OF HOUSTON

John Whitmire

Mayor

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February 10, 2024

Mr. Robert Miller Locke Lord, LLP 600 Travis St., Suite 2800 Houston, Texas 77002

Via Email

RE: Notice of Termination of <u>Agreement for Professional Lobbying Services</u> between the City of Houston and Locke Lorde, LLP (Contract No. 4600017387, effective December 1, 2022).

Dear Mr. Miller:

I appreciate your willingness and professional courtesies in ending your firm's professional services agreement with the City of Houston as of December 31, 2023. I further appreciate the expeditious email response in achieving this.

Pursuant to Section 5.03 of the above-referenced agreement ("Agreement") entitled <u>Termination for Convenience by the City</u> (page 20), the City of Houston ("City"), with the agreement of Locke Lord, LLP ("Locke Lord"), terminated the Agreement effective December 31, 2023.

As evidenced by its signature below, Locke Lord hereby expressly waives its right to 30 days' written notice of the City's intent to terminate the Agreement for convenience. Locke Lord further agrees to waive its retainer and any fees it billed to the City for the month of January 2024. Locke Lord also expressly waives demand, notice, protest and all other demands in connection with Section 5.03 of the Agreement.

Locke Lord has discontinued all services and canceled all existing orders and subcontracts in connection with the Agreement. The City has paid Locke Lord's final, City-approved invoices for services provided through December 2023.

As a reminder, Section 6.10 of the Agreement requires Locke Lord to keep its books and records available for audit or inspection for at least three years after the Agreement terminates.

Nothing in this correspondence is intended to be, or should be construed to be, a waiver, election, estoppel or any other diminution or alteration of the City's rights. The City reserves all of its rights under the Agreement and otherwise. The matters addressed in this correspondence are not exclusive but are cumulative of all rights and remedies the City may have now or in the future.

Once again, I appreciate your cooperation and assistance in this matter.

Sincerely,

cc:

Joshua Sanders, Director

Mayor's Office of Government Relations

Deidra Penny, Deputy City Attorney

Locke Lord, LLP

By: Robert Miller, Partner

Locke Lord, LLP