

TERMINATION AGREEMENT

This Termination Agreement (this "Termination") is dated December 29, 2022, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between City of John Day ("City"), an Oregon municipal corporation, and Catalyst Public Policy Advisors, LLC ("Consultant"), an Oregon limited liability company, whose address is 205 Valley View Drive, John Day, Oregon 97845.

RECITAL:

City and Consultant are parties to a certain Professional Services Agreement dated effective June 14, 2022 (the "Agreement"), which Agreement concerns Consultant's performance of certain financial, planning, and related services for and on behalf of City (collectively, the "Services"). The parties desire to terminate the Agreement effective as of December 31, 2022, subject to the terms and conditions contained in this Termination.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Termination, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Termination. Subject to the terms and conditions contained in this Termination, City and Consultant terminate the Agreement effective as of December 31, 2022 (the "Termination Date"). In addition to any other Consultant obligation under the Agreement, prior to the Termination Date, Consultant will perform all Services necessary to complete the projects identified on the Outstanding Project and Task List attached hereto as Exhibit A. City will pay Consultant the compensation payable under Section 2.1 of the Agreement through the Termination Date.

2. Miscellaneous. Termination of the Agreement will not release a party of any obligations that have accrued before termination. This Termination is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Termination. Any action or proceeding arising out of this Termination will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Termination, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. This Termination contains the entire understanding of the parties regarding the subject matter of this Termination and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Termination. This Termination may be signed in counterparts. For purposes of this Termination, the term "Effective Date" means the date upon which this Termination is fully executed by the parties.

3. Legal Representation. Bryant, Lovlien & Jarvis P.C. represents City only in connection with this Termination and such attorneys represent only City in this matter. Consultant has thoroughly reviewed this Termination with counsel of its choosing or has knowingly waived its right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such instrument will specifically not be applicable in the interpretation of this Termination and any documents executed and delivered pursuant to, or in connection with, this Termination.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the parties have caused this Termination to be binding and effective for all purposes as of the Effective Date.

CITY:
City of John Day,
an Oregon municipal corporation

CONSULTANT:
Catalyst Public Policy Advisors, LLC,
an Oregon limited liability company

By: Ron Lundbom, Mayor

By: Nicholas Green, Member

Date: December ____, 2022

Date: December ____, 2022

Exhibit A
Outstanding Project and Task List

In addition to any other Consultant obligation provided under the Agreement, Consultant will perform the following Services for and on behalf of City prior to the Termination Date:

1. Provide notices for Planning Application Hearings - Published in BME on Nov 23rd, Hearings on Dec 13.
2. Prepare and issue a SPWF Disbursement Request for 4th Avenue (Tidewater) upon project completion in December.
3. Prepare and issue URA Disbursement Requests for Charolais Heights, The Ridge, and Ironwood Estates (thru November 22 invoices).
4. Prepare and issue a Brownfield Disbursement Request (thru October invoices).
5. Prepare and issue CDBG Disbursement Request (thru October invoices).
6. Assist with the issuance of a CREP Renewable Energy Grant solicitation for professional services (feasibility study).
7. Complete RFPs findings for the Treatment Plant Progressive Design Build and Purple Pipe Network Design
8. Provide necessary supplemental budget info to City Recorder Anna Base.
9. Prepare and issue Knife River payment for 7th Street and ARPA reporting for EOM December.
10. Prepare and provide a contracts summary spreadsheet and grant agreements spreadsheet (which grant spreadsheet will identify the percentage of funds for each grant expended (versus the applicable grant award) and provide to council on December 13, 2022.