TERMINATION AND SETTLEMENT AGREEMENT

BETWEEN

THE COUNTY OF ALAMEDA

AND

THE CITY OF BERKELEY

This Termination Agreement ("**Agreement**") is made and entered into as of June 30, 2026 ("Effective Date") by and between County of Alameda ("County") and the City of Berkeley ("City") (collectively, the "Parties").

WHEREAS, in 1984, the County established County Service Area ("CSA") VC 1984-1 to provide public health pest control, rodent control, and nuisance wildlife services ("Vector Control") to the unincorporated area of the County and certain cities within the County, including Alameda, Albany, Berkeley, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, and Union City; and

WHEREAS, the County Board of Supervisors appointed the Environmental Health Department as the agency responsible for administering, managing and operating the CSA VC 1984-1; and

WHEREAS, for each year since 1984, the CSA has entered into a contract with the City by which the City is reimbursed from CSA funds for Vector Control services performed by the City on behalf of the CSA within the City's jurisdiction; and

WHEREAS, the CSA and City signed a new CSA Vector Control Services Agreement (Procurement Contract No. 28081) ("MOU") outlining terms for the City to continue to provide vector control services within the incorporated area of the City for the time period of July 1, 2024, through June 30, 2027, in an amount not to exceed $1,141,796; and

WHEREAS, the Parties have agreed to terminate the MOU pursuant to Section 3 of the MOU, such that thereafter the County will provide vector-related services within the City's jurisdiction and City will no longer perform vector-related services; and

WHEREAS, the Parties have agreed that the MOU shall terminate effective on June 30, 2026, and the County will assume Vector Control services pursuant to the CSA as of July 1, 2026.

NOW, THEREFORE, for the mutual consideration as set forth herein, the Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish an agreed-upon termination date of the MOU and all rights and obligations thereunder (except as provided herein) and to settle and release claims between the Parties.

2. **Satisfaction of Submitted Invoices**. The County shall pay the City the sum of Three Hundred Sixty-Seven Thousand and Three Hundred and Thirteen Dollars and seven cents ($367,313.07) as full satisfaction of all outstanding invoices for services rendered through June 1, 2026. This payment does not constitute a waiver of any invoicing requirements set forth in the MOU. Payment shall be made within 30 days of execution of this Agreement by check to an account designated by the City.

3. **Release of Claims.** Upon receipt of the payment described in Paragraph 2, the City, on behalf of itself and its successors, assigns, officers, employees, and agents, hereby releases and forever discharges the County and its officers, employees, agents, and successors from any and all claims, demands, actions, causes of action, liabilities, and damages of any kind, whether known or unknown, arising out of or related to the MOU, including the invoices referenced herein.

4. **Payments During Notice Period.** During the remaining term of the MOU, if any, the parties will continue to perform their obligations in good faith to ensure an orderly transition. The County and City will coordinate to address transition matters, as needed, including but not limited to the transfer of responsibilities, records, data, property, financial reconciliations, and any other outstanding obligations under the MOU.

5. **Survival; Audit.** Notwithstanding any provisions in the Agreement, nothing in this Agreement shall be construed to limit or impair the County's rights and the City's obligations relating to indemnification, defense, insurance, confidentiality, records retention, audit, dispute resolution, or any other provision that by its nature survives termination, all of which shall survive in accordance with their terms.

6. **Post-Termination Responsibilities.** Following the date of termination, the CSA will provide all vector control services to the City pursuant to the terms of the CSA. The City shall not submit, nor receive payment for, invoices for any vector-related work conducted by City staff. The City will remain responsible for its local code enforcement.

7. **No Admission of Liability.** This Agreement is a compromise and settlement of disputed issues, if any, and shall not be construed as an admission of liability or

fault by either party.

8. **Costs.** Each party shall bear its own costs, expenses, and attorney's fees arising out of or related to the negotiation, execution, and performance of this Agreement.

9. **No Further Rights or Obligations.** Except as expressly stated in this Agreement, all rights, duties, obligations, and commitments of the Parties under the Agreement are fully extinguished as of the termination date.

10. **Amendments**. No modification to this Agreement shall be valid unless in writing and signed by both Parties.

11. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties concerning the termination of the MOU and settlement of claims associated therewith, and supersedes any prior or contemporaneous representations, negotiations, or agreements, whether written or oral, relating to the subject matter herein.

12. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the state of California. Any action arising out of this Agreement shall be brought exclusively in a court of competent jurisdiction in Alameda County, California.

13. **Execution.** This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed as an original.

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

COUNTY:

COUNTY OF ALAMEDA, ENVIRONMENTAL HEALTH DEPARTMENT

By: DocuSigned by: Browder,Ronald
98BE8D9E6C51480...

Name: **Ronald Browder**
Title: **Director**

[*Signatures Continue on Following Pages*]

Approved as to Form:

Andrea L. Weddle, Interim County Counsel

By: Signed by: Kathleen Flynn 1CB22940FD8D43D...
Kathleen Flynn
Deputy County Counsel

CITY:

CITY OF BERKELEY,
a municipal corporation

By: _____

Name:
Title:

Approved as to Form and Legality:

By: _____