



Office of the City Manager

CONSENT CALENDAR

April 28, 2026

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: David Sprague, Fire Chief

Subject: Rescind Resolution No. 68,099-N.S. and Adopt a Resolution for Continual Participation in the Alameda County Operational Area

RECOMMENDATION

Adopt a Resolution rescinding Resolution No. 68,099-N.S. and authorizing the City Manager to execute an agreement, effective through 2035, with the Alameda County Operation Area Emergency Management Organization to establish the administrative pathways that enable resource sharing among cities, counties and the State during disasters.

FISCAL IMPACTS OF RECOMMENDATION

None.

CURRENT SITUATION AND ITS EFFECTS

The City of Berkeley participates in Statewide emergency management structures defined at the State level. That participation is codified through an agreement with the Alameda County Operational Area Emergency Management Organization. The City needs to renew its commitment to participate.

Executing an agreement with the Alameda County Operation Area Emergency Management Organization advances the Strategic Plan goal to create a resilient, safe, connected, and prepared city.

BACKGROUND

As a result of the 1991 East Bay Hills firestorm, State Senator Nicholas Petris sponsored legislation that established the Standardized Emergency Management System (SEMS) in California. As part of SEMS, cities participate in Operational Area<sup>1</sup> agreements. These agreements establish the administrative pathways that enable resource sharing among cities, counties and the State during disasters.

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<sup>1</sup> An Operational Area is defined in California Government Code §8559(b) as “an intermediate level of the state emergency services organization consisting of a county and all political subdivisions within the county area.”

In January 1995, in accordance with State statutes, the Alameda County Board of Supervisors first developed the Alameda County Operational Area Emergency Management Organization.

The agreement adopted by the County Board of Supervisors on January 27, 2026 will be effective until December 31, 2035. This agreement establishes a cooperative effort with the following features:

- A partnership for exchanging disaster information, mutual aid requests, and resource requests in emergencies;
- Supports cooperative disaster preparedness efforts;
- No monetary compensation is required for participants to be members of the organization;
- The State's SEMS regulations and guidelines will guide the policies and procedures of the organization;
- The Alameda County Sheriff/Director of Emergency Services serves as the Operational Area Coordinator and is responsible for assuring the representation of all affected jurisdictions in decision-making before, during, and after a disaster occurs; and
- A representational Operational Area Council is established to review and approve policies and procedures for the organization and serve as Alameda County's Civil Defense and Disaster Council.

On April 16, 1996, the Berkeley City Council adopted Resolution No. 58,407-N.S., authorizing the City Manager to agree to participate in the Alameda County Operational Area Emergency Management Organization. Council again authorized participation on February 15, 2005 through Resolution No. 62,957-N.S. and again on July 25, 2017 through Resolution No. 68,099-N.S.

#### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

No environmental or climate effects.

#### RATIONALE FOR RECOMMENDATION

The preservation of life, property and the environment is the responsibility of local, state and federal government. This agreement ensures a unified and coordinated effort between state and local government agencies to facilitate mutual aid and to ensure the effective and efficient use of regional and local resources in the event of a catastrophe. The City's continued participation in the Operational Area Emergency Management Organization is a key step toward that goal.

ALTERNATIVE ACTIONS CONSIDERED

None considered.

CONTACT PERSON

Sarah Lana, Emergency Services Manager, Fire Department, 510-981-5576

Attachments:

- 1: Resolution
- 2: Executed copy of Alameda County Board of Supervisors' Agreement for Participation in the Alameda County Operational Area Emergency Management Organization (Operational Area Agreement) with Board Letter

RESOLUTION NO. ##,###-N.S.

ADOPTING A REVISED RESOLUTION TO PARTICIPATE IN ALAMEDA COUNTY OPERATIONAL AREA AGREEMENT, AND RESCINDING RESOLUTION NO. 68,099-N.S.

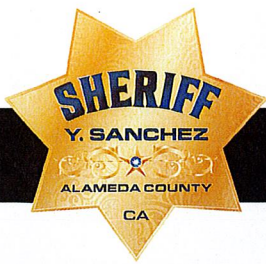
WHEREAS, the potential for a major catastrophe due to natural or human-caused disaster requires all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California in order to protect the public welfare; and

WHEREAS, greater efficiency and disaster preparedness, response, recovery, and mitigation can be achieved by combining the efforts of the County of Alameda, other cities, special districts, and other public benefit non-profit corporations in pre-disaster agreements; and

WHEREAS, the California Emergency Services Act makes reference to the “operational area” and defines it as “an intermediate level of the state emergency services organization” created to perform extraordinary functions for local government within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that Resolution No. 68,099-N.S. is hereby rescinded.

BE IT FURTHER RESOLVED that by the Council of the City of Berkeley that the City Manager is hereby authorized to execute an agreement with the Alameda County Operational Area Emergency Management Organization and amendments thereto; a record signature copy of all agreements and amendments to be on file in the Office of the City Clerk.



**ALAMEDA COUNTY SHERIFF'S OFFICE**

**YESENIA SANCHEZ**  
SHERIFF-CORONER

AGENDA: \_\_\_\_\_ January 27, 2026

January 2, 2026

Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street, Suite 536  
Oakland, CA 94612-4305

**SUBJECT: APPROVE AN AGREEMENT FOR PARTICIPATION IN THE ALAMEDA COUNTY OPERATIONAL AREA EMERGENCY MANAGEMENT ORGANIZATION**

Dear Board Members:

**RECOMMENDATION:**

Approve an agreement with cities, special districts, and nonprofit corporations to participate in the Alameda County Operational Area Emergency Management Organization, establishing a unified framework for disaster preparedness, response, recovery, and mitigation, effective upon execution by all parties through December 31, 2035, with no monetary compensation required except for reimbursement of direct costs under mutual aid agreements.

**DISCUSSION/SUMMARY:**

On May 10, 2016 (File No. 29782, Item No. 44), your Board approved an agreement that allows the County of Alameda and other local public entities to work together by sharing resources and information to protect the public.

The protection of life, property, and the environment is a shared responsibility of local, state, and federal governments. To support this responsibility, Alameda County, in collaboration with the cities of Alameda, Albany, Berkeley, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Oakland, Piedmont, Pleasanton, San Leandro, and Union City, along with special districts and nonprofit corporations, has elected to enter into an agreement to promote a unified and coordinated approach among state and local agencies, facilitate mutual aid, and ensure the efficient and effective use of regional and local resources during a catastrophic event. The Alameda County Operational Area is an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the County area.

The agreement integrates and coordinates the County's available facilities and personnel into an efficient and effective organizational structure by defining roles, policies, and general procedures in accordance with the Standardized Emergency Management System. This approach ensures the most effective and cost-efficient allocation of resources. This provides a framework for collaboration and covers essential areas including communications, equipment, medical services, financial matters, and environmental and economic resources.

This agreement has been approved as to form by County Counsel.

Honorable Board of Supervisors  
January 2, 2026  
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**FINANCING:**

No additional appropriation is required. There will be no increase in net County cost as a result of your approval.

**VISION 2036 GOALS:**

This agreement meets the 10x goal pathways of **Crime Free County**, in support of our shared visions of **Safe and Livable Communities**.

Respectfully submitted,

Signed by:  
  
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for  
Yesenia Sanchez  
Sheriff-Coroner

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**AGREEMENT FOR PARTICIPATION IN ALAMEDA COUNTY OPERATIONAL AREA  
EMERGENCY MANAGEMENT ORGANIZATION**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the County of Alameda and the cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement.

**WHEREAS**, the potential for a major catastrophe due to natural or manmade disaster requires all government entities within Alameda County to be prepared to share resources and information among themselves as well as with the State of California in order to protect public welfare; and

**WHEREAS**, greater efficiency and disaster preparedness response, recovery, and mitigation can be achieved by joining the efforts of the County of Alameda, the Cities, Special Districts, and other public benefit non-profit corporations together in pre-disaster agreements; and

**WHEREAS**, the California Emergency Services Act makes reference to the "operational area" and defines it as "an intermediate level of the state emergency services organization" created to perform extraordinary functions for local governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources;

**THE COUNTY, CITES, SPECIAL DISTRICTS, AND OTHER PUBLIC BENEFIT NON-PROFIT CORPORATIONS AGREE AS FOLLOWS:**

**1. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA EMERGENCY MANAGEMENT ORGANIZATION**

The parties to this Agreement recognize an Operational Area, as the term is defined in the California Emergency Services Act (*California Government Code §8550 et seq.*) which designates an intermediate level of organization, cooperation, and planning between public entities within Alameda County boundaries.

The County of Alameda, cities, special districts, and other public benefit non-profit corporations that are parties to this Agreement shall participate in this organizational structure, which is a partnership for a systematic approach for exchanging disaster intelligence, mutual aid requests, and resource requests in emergencies and also to provide emergency preparedness on a day-to-day basis through cooperative training and exercise activities.

The Operational Area Emergency Management Organization will be the primary contact point during an emergency in Alameda County for sharing disaster intelligence among local agencies and between the Operational Area Emergency Management Organization and state and federal agencies requesting information.

The Operational Area Emergency Management Organization will assist parties to this agreement to share resources before, during, and after an emergency, as well as to prepare, respond, and recover from disasters that strike Alameda County. The Operational Area Emergency Management Organization will prioritize competing needs according to the policies and procedures approved by the Operational Area Council.

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Each of the parties to this Agreement will designate individuals to be trained to represent their agency in the Operational Area Emergency Management Organization. The training will be an orientation on the policies and procedures of the Operational Area Emergency Management Organization. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to represent the party to the Operational Area Emergency Management Organization.

## 2. CONSIDERATION

The consideration under this Agreement is the mutual advantage of protection afforded to each of the parties to this Agreement. There shall not be any monetary compensation required from any to another party as a condition of assistance provided under the agreement, except for reimbursement of direct costs as designated in mutual aid agreements. Nothing in this agreement shall be construed as altering any preexisting disaster response agreements between the parties.

## 3. STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The Operational Area Emergency Management Organization and its policies and procedures will be regulated by the Standardized Emergency Management System as stated in *California Government Code §8607*, and its implementing regulations, *California Code of Regulations, Title 19, Division 2, Office of Emergency Services, Standardized Emergency Management System*, and guidelines. The incident command system and a multi-agency coordination system, as described in those regulations and guidelines, will be used for coordination and direction of the parties to this agreement participating in emergency efforts. The *Alameda County Emergency Operations Plan* shall be the primary method and criteria used to conduct Operational Area Emergency Operations Center activities.

## 4. OPERATIONAL AREA COORDINATOR

The Sheriff/Director of Emergency Services is the Operational Area Coordinator. It is the responsibility of the Operational Area Coordinator to oversee the operation of the Operational Area Emergency Management Organization and to reasonably interpret the terms of this agreement.

It is the responsibility of the Operational Area Coordinator to encourage equal representation by parties to the agreement on a day-to-day basis and to include representatives of affected parties to this agreement and mutual aid coordinators in the operational decision making before, during, and after a disaster strikes Alameda County.

## 5. COUNCIL

An Operational Area Council is hereby established consisting of a representational membership of the party jurisdictions to this Agreement. The Council shall include one voting representative from each of the following:

- a. The President of the **Board of Supervisors**, or his/her designee;
- b. The **Sheriff/Director of Emergency Services**, or his/her designated alternate;
- c. The **Alameda County Administrator**, or his/her designated alternate;
- d. The **County Agency Heads** having primary functional responsibilities in a disaster, or their designated alternates;

Including, but not limited to:

1. Auditor-Controller
  2. Fire Department
  3. General Services Agency
  4. Alameda County Health
  5. Human Resource Services
  6. Public Works Agency
  7. Sheriff's Office
  8. Social Services Agency
- e. The President of the **Alameda County Emergency Managers' Association**, or his/her designated alternate;
- f. The President of the **Alameda County Fire Chiefs' Association**, or his/her designated alternate;
- g. The President of the **Alameda County Chiefs of Police and Sheriff's Association**, or his/her designated alternate;
- h. A City Manager of a **North County City**, or his/her designated alternate, chosen annually by the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont to represent them in the Council;
- i. A City Manager of a **South County City**, or his/her designated alternate, chosen annually by the cities of Fremont, Hayward, Newark, San Leandro, and Union City to represent them in the Council;
- j. A City Manager of an **East County City**, or his/her designated alternate, chosen annually by the cities of Dublin, Livermore, and Pleasanton to represent them in the Council;
- k. A General Manager of a **Regional District** based in Alameda County, or his/her designated alternate, chosen annually by participating regional districts, defined as a special district having service areas in more than one county, to represent them in the Council;
- l. A General Manager of a **Special District**, or his/her designated alternate, chosen annually by participating special districts having their entire service area within the boundaries of Alameda County to represent them in the Council;
- m. The **Alameda County Superintendent of Schools**, or his/her designated alternate, to represent the school districts of Alameda County;
- n. A Director of a **Public Benefit Non-profit Corporation**, or his/her designated alternate, chosen annually by the Alameda County Voluntary Organizations Active in Disaster executive committee to represent them in the Council;
- o. A Chief Executive Officer or President, or his/her designated alternate, of a **private sector company** doing business in this county that is an active member of the Emergency Managers' Association of Alameda County and is selected annually by the Operational Area Coordinator; and

- p. Such representatives of **other organizations**, either civic, business, labor, veterans, professional or other organizations having an official group or organization having disaster responsibility and may be appointed by the Operational Area Coordinator.

It is the responsibility of the Operational Area Council to set the policies and procedures for the governing of the Operational Area Emergency Management Organization and to review and approve recommendations for changes to these policies and procedures on an annual basis. The Operational Area Council will also serve as the Alameda County Civil Defense and Disaster Council, as described in the *Alameda County Administrative Code, Chapter 2.118*. The County of Alameda will supply staff support for the Operational Area Council.

## **6. PROVISION OF FACILITIES AND SUPPORT**

The County of Alameda shall provide its emergency operations center as the site for the Operational Area Emergency Management Organization. The County of Alameda will provide support staff for the emergency operations center and all reasonable supplies for the Operational Area Emergency Management Organization during actual activations, drills, and exercises. All parties to this Agreement may provide representatives for decision making and liaison to operational elements of the Operational Area Emergency Management Organization when activated.

The Operational Area Emergency Management Organization will facilitate the mutual aid systems used by local agencies to assist each other in a disaster with the resources necessary to save lives, mitigate property loss, and meet the basic needs of the people.

## **7. TERM OF AGREEMENT**

This Agreement shall be effective from the date executed by all parties until December 31, 2035. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

## **8. WITHDRAWAL OF PARTY**

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving thirty (30) days prior written notice to all other parties.

## **9. ADDITIONAL PARTIES**

Additional parties, who are public entities within the geographical boundaries of Alameda County, may join in this Agreement and become a member party upon execution of an Exhibit to this Agreement in which the entity agrees to be subject to the conditions and terms of this Agreement. The executed Exhibit shall become a part of this Agreement automatically after the expiration of thirty (30) days following notification by the new party to all other parties to the execution of the exhibit. Thereafter, the entity shall be considered to be a party of this Agreement unless the entity withdraws as provided herein. Provided however, in the event any existing party to the Agreement gives all other parties notice of its objection to the addition of the particular entity becoming a member to this Agreement within the thirty (30) day notice period, the addition of such party to this Agreement shall require the consent of a two-thirds majority to the then member parties.

**10. INDEMNIFICATION AND HOLD HARMLESS**

Each of the parties agree to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequences of the acts or omissions of the indemnifying parties' own employees and agents in the performance of this Agreement.

It is the intent of the parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed, and each party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the party's negligence.

**11. SALARIES, EMPLOYMENT AND WORKERS COMPENSATION BENEFITS**

The salaries, employment and workers compensation benefits of each employee participating in the Operational Area Emergency Management Organization shall be the responsibility of the party employing the individual. It is understood that each party's employees have no rights, benefits, or special employment status conferred by reason of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:**

COUNTY OF ALAMEDA,  
a political subdivision of the  
State of California

By David G. Haubert  
DAVID HAUBERT, President  
Board of Supervisors

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on 11/27/2026; and that a copy has been delivered to the President as provided by Government Code section 25103.

ATTEST: BRITNEY DAVIS  
Clerk, Board of Supervisors  
Alameda County, California

By Harvey Funch, Deputy  
Clerk, Board of Supervisors

**APPROVED AS TO FORM AND CONTENT:**

DONNA ZIEGLER  
County Counsel

By Clay Christianson  
Clay Christianson  
Deputy County Counsel

