

CITY OF LOS ANGELES
INTER-DEPARTMENTAL CORRESPONDENCE

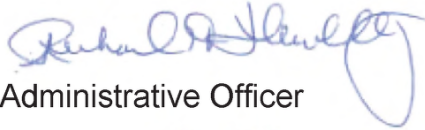
0220-05392-0010

Date: February 18, 2021

To: Honorable Members of the Ad Hoc Committee on the 2028 Olympics and Paralympic Games

From: Richard H. Llewellyn, Jr., City Administrative Officer

Sharon M. Tso, Chief Legislative Analyst



Subject: **MEMORANDUM OF UNDERSTANDING REGARDING THE CALIFORNIA OLYMPIC AND PARALYMPIC PUBLIC SAFETY COMMAND (COOPERATIVE)**

RECOMMENDATION

That the City Council:

Authorize the Mayor and Council President to execute the 2028 Olympic and Paralympic Games Public Safety Memorandum of Understanding between the City of Los Angeles, the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, and the California Office of Emergency Services relating to the establishment of the California Olympic and Paralympic Public Safety Command.

SUMMARY

On October 9, 2019, the California Governor approved Assembly Bill 1754 (AB 1754) to direct the California Office of Emergency Services (CalOES) to establish the California Olympic and Paralympic Public Safety Command (Cooperative). The purpose of the Cooperative is to facilitate the planning, resourcing, management, and delivery of safety and security for the 2028 Olympic and Paralympic Games (2028 Games) in Los Angeles. The Cooperative shall identify necessary and prudent areas of planning and cooperation, including but not limited to policy, planning, resourcing, learning, training, logistics, governance, community engagement, and communications for the 2028 Games.

AB 1754 stipulates that, no later than January 31, 2021, CalOES shall enter into a memorandum of understanding (MOU) with the Los Angeles Organizing Committee for the Olympic and Paralympics Games 2028 (LA28), and with other necessary parties, to implement safety and security activities under the Cooperative.

The MOU between CalOES and LA28 (Bridge MOU), executed on January 30, 2021, provides 60 days for execution of a subsequent proposed MOU (Proposed Agreement) that would incorporate the City of Los Angeles (City) as a party based on a framework and provisions developed in collaboration by the parties. Highlights of the Proposed Agreement include:

- Identifying the City as an original participant of the Cooperative with CalOES and LA28 (collectively, the Participants);
- Identifying the Co-Chairpersons of the Cooperative to be (i) the CalOES Homeland Security Advisor or their designee and (ii) the Los Angeles Chief of Police or Fire Chief, or such other individual as appointed by the Mayor of the City of Los Angeles and subject to confirmation by the Los Angeles City Council; and
- Establishing an Executive Council of the Cooperative which shall include CalOES, the City, and LA28, and, at a later date, Federal agencies.

The Executive Council of the Cooperative is responsible for development of an action plan under the terms of the Proposed Agreement, including the establishment of subcommittees and working groups. The focus of the subcommittees and working groups shall include:

- Policies and procedures, including those related to equity, transparency, and accountability;
- Training;
- Community engagement;
- Procurement;
- Finance and administration, personnel, equipment and logistics management;
- Command and control, and related systems;
- Public Affairs;
- Technology; and,
- Threat Assessment.

To further the shared goals of the Cooperative as well as the interests of each of the three Participants (i.e. CalOES, City, and LA28), unanimous consent by the Participants is required for approval of various actions of the Cooperative. These actions include approval of: all costs and obligations of the Cooperative, financial policies, authorization of funding requests to State and Federal agencies, requests for designation of the 2028 Games to be a National Special Security Event (NSSE), decision making processes, and other terms of reference for the Executive Council and Cooperative. Funding is not currently identified for the activities of the Cooperative or the costs incurred by Participants. It is anticipated that the Cooperative will prepare a request for federal grant funding to support its planning and operational activities.

The term of the Cooperative shall be effective until the occurrence of either (i) the transition of the 2028 Games to an NSSE, (ii) the express written agreement of each of the parties to terminate the MOU, or (iii) January 1, 2029. Any of the participants of the Cooperative may withdraw from the MOU by providing 60 days written notice to the Executive Council.

FISCAL IMPACT STATEMENT

There is no fiscal impact resulting from the recommendation in this report.

Attachment: Memorandum of Understanding between the City of Los Angeles, the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028, and the California Office of Emergency Services regarding the California Olympic and Paralympic Public Safety Command (Cooperative)

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LOS ANGELES,
THE LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND
PARALYMPIC GAMES 2028,
AND
THE CALIFORNIA GOVERNOR’S OFFICE OF EMERGENCY SERVICES**

The City of Los Angeles (“City of Los Angeles”), the Los Angeles Organizing Committee for the Olympic and Paralympics Games 2028 (“OCOG”), and the California Office of Emergency Services (“Cal OES”), (collectively the “Participants”) enter into this Memorandum of Understanding (“Memorandum”) respecting the establishment of the California Olympic and Paralympic Public Safety Command (“Cooperative”) to facilitate the planning, resourcing, management, and delivery of safety and security at the 2028 Olympic and Paralympic Games being held in Los Angeles, California and certain other county and municipal jurisdictions in Southern California (“2028 Games” or “Games”).

RECITALS

WHEREAS, the International Olympic Committee (“IOC”) awarded the 2028 Games to the City of Los Angeles, and accordingly, the IOC, the United States Olympic and Paralympic Committee (“USOPC”), the City of Los Angeles, and OCOG entered into the Host City Contract 2028 - Principles (“Host City Contract”);

WHEREAS, pursuant to the Host City Contract and the Olympic Charter, the OCOG is the organization responsible for delivery of the 2028 Games, and with the City of Los Angeles and USOPC, is jointly responsible for all commitments, guarantees, and obligations undertaken in relation to the Games;

WHEREAS, it is of paramount importance to the City of Los Angeles, the OCOG, and the State of California (“State”) that the 2028 Games are safe and secure for all residents, participants, and visitors; and it is imperative to the Participants that normal and customary community and public safety services are maintained and delivered to all persons in and around the greater Los Angeles area and host communities during the Games;

WHEREAS, the City of Los Angeles, OCOG, and Cal OES are committed to hosting both residents and visitors in a safe, secure, and welcoming Games environment, and consistent with provisions of the Host City Contract governing organizational activities of the 2028 Games: a) to conduct such activities in a manner which promotes and enhances Olympism, including the goal of Olympism to place sport at the service of the harmonious development of humankind with a view to promoting a peaceful society concerned with the preservation of human dignity, and b) to protect and respect human rights;

WHEREAS, the Participants commit to pursuing common public safety goals, and to conducting the activities of the Cooperative without compromising local community safety needs, and maintaining and further developing trust between the host communities and public safety agencies;

WHEREAS, in order to develop and apply best practices in event security and community policing informed by community voices and experience, the Cooperative will act with transparency and accountability, and ensure active and sustained engagement with community stakeholders, residents and relevant public safety agencies in the City of Los Angeles and host communities;

WHEREAS, the State passed Assembly Bill 1754 (2019), an act to add and repeal Article 6.1 (commencing with Section 8591.5) of Chapter 7 of Division 1 of Title 2 of the Government Code, relating to emergency services (“AB 1754”);

WHEREAS, AB 1754, codified in California Government Code Section 8591.5 et seq., directs Cal OES to establish and oversee the development, approval, and adoption of the Cooperative to facilitate the planning, resourcing, management, and delivery of safety and security at the 2028 Games;

WHEREAS, subject to the requirements of AB 1754, the Cooperative shall consider best practices for major event security, including the work of Cal OES’s “Large Stadium Initiative” and its experience implementing federal NSSE planning and preparedness activities;

WHEREAS, AB 1754 directs Cal OES to enter into a memorandum of understanding with the OCOG and with other necessary parties to implement the Cooperative’s safety and security activities;

WHEREAS, OCOG and Cal OES deem it in the best interest of the objectives and requirements of AB 1754 that, as Host City for the 2028 Games, the City of Los Angeles be a party to such a memorandum of understanding;

WHEREAS, AB 1754 requires any memorandums of understanding entered into pursuant to California Government Code Section 8591.5(a) to comply with Section 4 of Chapter 836 of the Statutes of 2017 (“2028 Olympic Games and Paralympic Games Act” or “2028 Games Act”) and the California Master Mutual Aid Memorandum;

WHEREAS, the Participants desire that the Cooperative facilitate the partnership and organization of local, state, and federal public safety entities, consistent with the principles of the California Master Mutual Aid Memorandum and community safety best practices, in anticipation of a “NSSE” designation by the appropriate federal authorities of the United States of America (“U.S. Authorities”);

WHEREAS, the Participants have identified multiple jurisdictions in Southern California that will share some hosting responsibilities (each, a “Host Community”);

WHEREAS, AB 1754 requires compliance with the California Master Mutual Aid Memorandum, which provides for multi-agency, multijurisdictional, and multidisciplinary coordination and a unified command structure for planning, resourcing and training common to all relevant agencies and jurisdictions (“Unified Command Structure”);

WHEREAS, pursuant to the requirements of AB 1754, to the extent the Participants determine such planning, resourcing and training is necessary pursuant to California Government Code Section 8591.5, the Participants desire to designate the Cooperative as the single entity responsible for the direction and oversight of such planning, resourcing, and training, and desire to delegate authority within the Unified Command Structure, subject to the understanding that until designation of the 2028 Games as an NSSE, the each Host Community, within its jurisdiction, shall manage the safety and security of Game venues and related activities according to plans agreed upon by the Cooperative;

WHEREAS, pursuant to the 2028 Games Act, the Participants are committed to operating the Cooperative in accordance with principles of fiscal responsibility and mitigating financial risk;

WHEREAS, the Participants desire that all activities of the Cooperative will be performed in anticipation of the 2028 Games being designated a NSSE by the U.S. Authorities, and that the Cooperative be operated in order to streamline the eventual transition to an NSSE, and

WHEREAS, the Participants desire that the Cooperative operate only until the transition to an NSSE is effective for the 2028 Olympic and Paralympic Games, at which point, the responsibility and authority for the planning, management and delivery of public safety and security will transition to the NSSE, pursuant to the terms of this Memorandum;

NOW THEREFORE, the Participants have reached the following understanding:

SECTION I

Recitals.

The recitals set forth above are fully incorporated into this Memorandum.

SECTION II

Definitions

Capitalized terms used herein but not otherwise defined elsewhere in this Memorandum shall have the meanings ascribed to them below:

“Memorandum” means this Memorandum of Understanding between the Participants to establish the California Olympic and Paralympic Public and Community Safety Cooperative, in accordance with all provisions herein.

“Cooperative” means the California Olympic and Paralympic Public and Community Safety Cooperative, a Unified Command Structure serving as a single hub to facilitate the planning, resourcing, management, and delivery of public safety and security at the 2028 Games across multiple jurisdictions, comprising representatives from Host Community agencies and organizations deemed integral to the specific activities described herein.

“Executive Council” means the subset of representatives from the Cooperative, including the Participants, tasked with implementation of the activities herein and responsible for plans or initiatives related to public safety and security as developed by or presented to the Cooperative for use in preparation for the 2028 Games, in accordance with terms set forth in the Games Agreement.

“Games Agreement” shall have the same meaning as ascribed to the “Los Angeles 2028 Games Agreement” in that certain Memorandum of Understanding between the City of Los Angeles, Los Angeles 2024 Exploratory Committee and the United States Olympic and Paralympic Committee Regarding the Los Angeles Organizing Committee of the 2028 Olympic and Paralympic Games, dated as of August 16, 2017, and joined by the OCOG as of September 12, 2018.

“Participants” means only the City of Los Angeles, the Organizing Committee for the 2028 Olympic and Paralympics Games in Los Angeles, and the California Governor’s Office of Emergency Services, as the original parties to this Memorandum.

“Members” means those entities, including the Participants, deemed integral to the public safety and security of the Games, including those organizations providing police, fire, emergency medical (“EMS”), transit, community outreach, and any other municipal, county, state, or federal services, that agree to the terms set forth in this memorandum and that will participate in the Specific Activities (Section V) of the Cooperative. Some Members may have voting representatives as part of the Executive Council.

“Jurisdiction” means the legal, incorporated area defining a municipality and its applicable governing structure.

“Public Safety” means activities undertaken to provide for the welfare and safety of the lives and property of individuals and their communities to protect them from danger or threat of harm, crime, or disaster.

“Co-Chairperson” means each individual appointed or designated pursuant to Section III below, who oversees the activities of the Cooperative and its Executive Council as further provided in Section V.B.

“Terms of Reference” means a subsequent document (or documents) to be drafted by the Participants, articulating the decision-making procedures of this Cooperative and associated responsibilities of its key personnel with respect to Section III “Objectives” and Section IV “Areas of Cooperation,” and the delivery of Specific Activities as described in Section V of this memorandum.

SECTION III

Purpose of this Memorandum and Structure of the Cooperative

The purpose of this Memorandum is to establish the Cooperative and its Participants, consistent with applicable local, state, and federal law. The Cooperative shall have two Co-Chairpersons. The Los Angeles Chief of Police or Fire Chief, or such other individual as appointed by the Mayor of the City of Los Angeles and subject to confirmation by the Los Angeles City Council, consistent with Section 203 of the Los Angeles City Charter, shall serve as a Co-Chairperson of the Cooperative, and the Cal OES, Homeland Security Advisor or his or her designee shall serve as Co-Chairperson. The Co-Chairpersons shall participate in and oversee the activities of the Cooperative and its Executive Council, as further provided in Section V.B below. The Cooperative shall not, and shall not cause any of the Participants to, violate the terms of existing contracts, agreements, commitments, or legislation to which any of the Participants is a party or subject, including the applicable provisions of the Games Agreement, or that are inconsistent with the City’s Host City duties and responsibilities as approved by the Los Angeles City Council.

The Participants shall determine and unanimously adopt financial and fiscal policies of the Executive Council and the Cooperative, decision making processes of the Executive Council and the Cooperative, and other terms of reference for the Cooperative and the Executive Council (“Terms of Reference”), provided that the Terms of Reference shall require (A) that (i) any authorization to submit a request for funding to the Governor's Office or U.S. Authorities, (ii) any formal request or recommendation from the Cooperative to the Governor's Office or the U.S. Authorities, e.g., for designation of NSSE, (iii) any decision regarding the dedication of funds for use by the Cooperative, or any Member thereof in furtherance of an activity of the Cooperative, shall be subject to unanimous consent of the Participants, and (B) that, subject to the Terms of Reference, no Participant or Member may (i) incur costs on behalf of the Cooperative or (ii) obligate the Cooperative to pay costs, without the unanimous consent of the Participants. The Terms of Reference may be updated from time to time upon recommendation from the Executive Council, provided that any amendments or updates to the Terms of Reference shall be subject to the unanimous consent of the Participants.

The Participants shall identify and secure as members of this Cooperative those agencies deemed integral to the public safety and security of the Games, including those organizations providing police, fire, EMS, transit, community outreach, and any other municipal, county, state, or federal

services. The Cooperative shall oversee, organize, manage, and direct all participating agencies with respect to the activities identified as being necessary and prudent by the Cooperative to facilitate the planning and delivery of public safety and security for the 2028 Games, and shall seek, receive, and disburse funds to the extent necessary to carry out such activities prior to the designation of the 2028 Games as an NSSE for the planning and management of public safety and security for the 2028 Games, in accordance with the terms set forth in the Games Agreement.

The Cooperative shall utilize a Unified Command Structure for planning with attention to resourcing, training, and management that must be common to all involved agencies and jurisdictions. The Cooperative will agree on common procedures for Members, aimed at improving collaboration, mutual aid, and connectivity among agencies and jurisdictions. Consistent with its Unified Command Structure, the Cooperative will respect the jurisdictional, legal, and functional responsibilities of its members.

Cal OES shall work with the Governor of California to seek designation from the appropriate U.S. federal authorities of the 2028 Games as an NSSE. Upon the designation of the 2028 Games as an NSSE, the Participants shall cooperate with the U.S. Federal Government to integrate the Cooperative into the NSSE structure. The U.S. Federal Government will determine the lead agency for the NSSE, as well as the scope of the NSSE.

It is the goal of the State of California, the City of Los Angeles, and the OCOG that the safety and security program for the 2028 Games will serve as a global model, incorporating best practices in large scale event security, and reflecting the highest standards for law enforcement, public safety, and community engagement practices throughout the world.

SECTION IV

Areas of Cooperation

The Cooperative will facilitate the planning, management, resourcing, and delivery of public safety and security at the 2028 Games, adhering where possible to structures similar to that of an NSSE to facilitate a more seamless transition. The Cooperative shall identify necessary and prudent areas of planning and cooperation, including but not limited to the following:

- a) Policy: Developing policies and procedures; membership roles and responsibilities; and decision-making structures;
- b) Planning: Developing safety and security plans for the 2028 Games;
- c) Resourcing: Developing resource plans for the safety and security of the 2028 Games;
- d) Learning: Observing and sharing lessons learned from the safety and security plans developed and implemented for other large scale events;
- e) Training: Developing and delivering training programs for safety and security personnel for the 2028 Games;
- f) Logistics: Administering the logistics for the Cooperative, as needed;

- g) Governance: Developing the policies, procedures, and protocols for data sharing, technology, equipment, and command, control, communication, and computer systems; public affairs relative to the Cooperative and its responsibilities ahead of the 2028 Games;
- h) Community Engagement: Learning from best practices to work with and build enduring partnerships with residents and community organizations;
- i) Communications: Reviewing models and developing platforms for outreach to and to receive feedback from community members; and,
- j) Other areas of cooperation as mutually agreed upon by the Participants.

SECTION V

Specific Activities

Specific activities in furtherance of the Objectives and Areas of Cooperation identified in Sections III and IV shall include, but are not limited to:

- A. Securing Host Community participation as Members of this Cooperative, and as additional parties to this Memorandum. Such Members shall include, at a minimum, those California jurisdictions that are host to a competition venue or other principal venue of the Games, including, but not limited to, the International Broadcast Center, Main Media Center, Olympic/Paralympic Village(s), Main Operations Center, and Security Command and Control Center.
- B. Appointment of two Cooperative Co-Chairpersons: (i) one by the Homeland Security Advisor, and (ii) the other, either of the Los Angeles Chief of Police or Fire Chief, or such other individual as appointed by the Mayor of the City of Los Angeles and subject to confirmation by the Los Angeles City Council, consistent with Section III of this Memorandum.
- C. Establishing an Executive Council for the Cooperative, which shall be tasked with the implementation of this Memorandum, and comprising representatives from the following agencies and organizations:
 - a. California Governor's Office of Emergency Services
 - b. Los Angeles 2028 (OCOG)
 - c. City of Los Angeles
 - d. Members of the Cooperative, upon nomination by Cal OES, the OCOG, and the City of Los Angeles and with the mutual consent of all Executive Council members. At no time shall any one agency have multiple, voting members of the Executive Council.
 - e. Federal agencies, including but not limited to, the Federal Bureau of Investigations, U.S. Secret Service, and Federal Emergency Management Agency, who will participate in a non-voting, observer capacity.
- D. The Executive Council will jointly develop an action plan to implement this Memorandum, including the establishment of subcommittees and working groups. These groups shall be

staffed by experts from, or as referred by, Members of the Cooperative, and shall include but not be limited to groups focused on:

- a. Policies and procedures, including those related to equity, transparency, and accountability
 - b. Training
 - c. Community engagement
 - d. Procurement
 - e. Finance and administration, personnel, equipment and logistics management
 - f. Command and control, and related systems
 - g. Public Affairs
 - h. Technology
 - i. Threat Assessment
- E. Soliciting, receiving, and distributing funds and resources to be used by the Cooperative as designated for the planning, training, and delivery of public safety and security for the 2028 Games, in accordance with terms set forth in the Games Agreement.
- F. Developing and adhering to timelines, milestones, and best practices for project management.
- G. Preparing a report for public release, to be completed not less than annually, on progress toward the specific activities mentioned herein.

SECTION VI

Points of Contact

The following representatives (or their successors) from the City of Los Angeles, OCOG, and Cal OES will serve as the contact points for communication and information exchange, as well as any notice required under this Memorandum.

City of Los Angeles: Chief of Police Michel Moore / Lieutenant Shannon White

Los Angeles 2028: Douglas Arnot, Senior Advisor

California Office of Emergency Services: Tom Osborne, Deputy Director of Homeland Security

SECTION VII

No Legal Obligations, Rights, or Remedies

This Memorandum is a voluntary initiative. It does not create any legally binding rights or obligations on the parties and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum are not conditioned upon reciprocal actions by other Participants; each Participant retains full discretion

over implementation of its pledges in light of the Participant's individual circumstances, laws, and policies; and each Participant is free to withdraw from the Memorandum.

SECTION VIII

Availability of Personnel and Resources

This Memorandum does not involve the exchange of funds, nor does it represent any obligation of funds by either Participant. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum will be assumed by the Participant who incurs them, unless otherwise stipulated and decided pursuant to a future written arrangement. All activities undertaken pursuant to this Memorandum are subject to the availability of funds, personnel, and other resources of each Participant.

The personnel designated by a Participant for the execution of this Memorandum will work under the orders and responsibility of the Participant and any other organization or institution to which they belong, at all times maintaining any preexisting employment relationship with the Participant and such organization or institution. Their work will not create an employer-employee relationship with another Participant or any other organization or institution, so in no case will that other Participant, or other organization or institution, be considered as a substitute or joint employer of the designated personnel.

SECTION IX

Compliance with Applicable Laws

All activities undertaken pursuant to this Memorandum, and all personnel designated by the Participants for the execution of those activities undertaken pursuant to this Memorandum are subject to all laws applicable in the jurisdiction where the activities are performed. Such personnel, if visiting the other Participant to participate in an activity pursuant to this Memorandum, will not engage in any activity detrimental to this Memorandum.

SECTION X

Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this Memorandum will be resolved through consultations between the Participants, who will endeavor in good faith to resolve such differences.

SECTION XI

Final Provisions

This Memorandum is effective from the date of its signature by all Participants and shall remain in effect until one of the following events occurs (in which case, this Memorandum shall automatically terminate upon the occurrence of such event): (i) designation of the 2028 Olympic and Paralympic Games as an NSSE, (ii) the express written agreement of each of the parties hereto to terminate this Memorandum, or (iii) January 1, 2029, unless renewed or extended by the Participants in the same manner that the Participants may otherwise modify this Memorandum.

This Memorandum may be modified at any time by mutual consent of the Participants. Any modification shall be made in writing and specify the date on which such modification is to become effective.

Any of the Participants may, at any time, withdraw from this Memorandum by providing 60 days written notice to the Executive Council.

The termination of this Memorandum shall not affect the conclusion of the cooperation activities that may have been initiated during the time this Memorandum is in effect, unless the Participants mutually agree otherwise.

This Memorandum does not supersede, amend or negate the existing guarantees made by any of the Participants to the IOC, or the Host City Contract, or any subsequent Memorandum between the City of Los Angeles and OCOG pursuant to their respective obligations under the Host City Contract.

The Participants understand and agree that this Memorandum shall be governed by the laws of the State of California.

This Memorandum may be executed in two or more counterparts, each of which will be an original and all of which shall constitute a part of the Memorandum. Executed counterparts may be delivered electronically, and the electronically delivered signatures of the Participants shall be deemed to constitute duplicate originals.

[The remainder of this page has intentionally been left blank; signature page to follow]

IN WITNESS WHEREOF, the Participants hereto have caused this Memorandum to be executed by their duly authorized representatives and affixed as of the date of signature of the Participants:

THE CITY OF LOS ANGELES

By: _____
ERIC GARCETTI
Mayor, City of Los Angeles

By: _____
NURY MARTINEZ
President, Los Angeles City Council

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____

By: _____

Date: _____

Date: _____

THE CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

By: _____
Mark Ghilarducci
Director

Date: _____

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028

By: _____

Date: _____