



## REGULAR MEETING Agenda

### City of Los Angeles EMERGENCY OPERATIONS BOARD

500 East Temple Street - 1st Floor Media Room  
Los Angeles, CA 90012

Thursday, November 14, 2024  
3:00 P.M.

**Public Comment.** Members of the public are invited to address the Emergency Operations Board during the public comment period on specific agenda items and/or on matters within the subject matter jurisdiction of the Board (i.e., general public comment). Members of the public who wish to speak shall check-in with the Board Secretary. Only those speakers who have checked-in at the time the Board Chairman opens the public comment period will be permitted to speak. All public comment shall be taken in person and completed at or near the beginning of each meeting.

Members of the public who wish to speak on one or more agenda items shall have one minute per agenda item, up to two minutes total. At the request of the speaker, the speaker shall also be afforded an additional one minute for general public comment. Time cannot be ceded to another speaker and an individual may speak only once during the public comment period for each meeting. The public comment period shall be open for a reasonable amount of time under the circumstances as determined by the Chair.

**Accommodations.** Requests for reasonable accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act, as well as requests for translator or interpreter services can be made by contacting the Emergency Management Department at (213) 484-4821 three days prior to the meeting. *Si requiere servicios de traduccion, favor de notificar la oficina con 72 horas por anticipado.*

**Notice to Paid Representatives.** If you are compensated to monitor, attend or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code 48.01 et seq. More information is available at [ethics.lacity.org/lobbying](https://ethics.lacity.org/lobbying). For assistance, please contact the Ethics Commission at (213) 978-1960 or [ethics.commission@lacity.org](mailto:ethics.commission@lacity.org).

*NOTE: EOB meetings are digitally recorded.*

- I. Roll Call and Declaration of Quorum
- II. Public Comment
- III. Action Items

**A. Minutes from the July 11, 2024 EOB Meeting**

Recommendation(s) for Board Action:

APPROVE the Minutes from the July 11, 2024 EOB Meeting.

**B. Memorandum of Understanding (MOU) Between the City of Los Angeles Emergency Management Department (EMD) and the Pacific Battleship Center (Center).**

Recommendation(s) for Board Action:

APPROVE the MOU between EMD and the Center.

IV. Informational Items

**A. Report on the Genasys Evacuation Software – Assistant Chief Scott LaRue, Jennifer Lazo, and Bennett Cummings**

**B. Report on the Dodgers World Series Parade and 2024 Election - Commander Embrich and Commander Lurie**

**C. Report on the Recovery Efforts for the September 2024 Chinatown Apartment Fire - Jennifer Lazo**

**D. Report on Hand Sanitizer Disposal for COVID-19 Operations - Carmina De Santiago**

**E. EMD Projects and Assignments**

1. **Report on 2024 Annual EOC Functional Exercise - Mike Davis**
2. **Report on the 2025 City of Los Angeles Department Emergency and Continuity of Operations Planning Process – Eunique Day**
3. **Presentation of 2024-2027 Emergency Management Department Strategic Plan - Donyale Hall**

## **F. Special Event Planning**

- 1. Report on 2025-2028 Mega-Events - Mike Davis**

## **V. Adjournment**

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE



Date: November 8, 2024

To: Dominic Choi, Chair, Emergency Operations Board  
Members of the Board members

From: Carol P, Parks, General Manager  
Emergency Management Department

Subject: **Approval of the Memorandum of Understanding (MOU) Between the City of Los Angeles Emergency Management Department and the Pacific Battleship Center**

### **RECOMMENDED ACTION**

APPROVE the MOU between the City of Los Angeles Emergency Management Department (“EMD”) and the Pacific Battleship Center (“PBC” or “Center”)

### **OVERVIEW**

The current fiscal environment has made it necessary to seek creative solutions to financial challenges and limited resources.

The Center is a non-profit organization, vetted by the EMD, that is uniquely positioned to create collaborative partnerships with businesses, government agencies, academic institutions, non-governmental organizations and community stakeholders, bringing together funding, resources, services, programming and expertise to support and strengthen the level of resiliency, preparedness and efforts to respond to and recover from a variety of emergencies and disasters.

The Center has offered its assistance to the City to support EMD priorities and needs by raising and receiving funds and other resources, making donations and otherwise organizing capital campaigns that might not otherwise be available from the City budget in order to benefit the acquisition of essential equipment, materials or provisions, training and community programs, strategic partnerships, innovative special projects, and other emergency management-related initiatives.

The purpose of this MOU is to establish a written understanding between the EMD and the Center to define each party’s respective roles and responsibilities. The Center has not attempted to influence the EMD in the past year in a way that would have a direct effect on any individual or entity. There are no current potential factors that may give the appearance of a conflict of interest in entering into this MOU. No expressed or implied commitments or promises were made to the Center or its representatives. The Center will not receive any preferential treatment, endorsement or recommendation by EMD and the Center is not allowed the use of any EMD patents.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES EMERGENCY MANAGEMENT DEPARTMENT  
AND  
THE PACIFIC BATTLESHIP CENTER**

This Memorandum of Understanding (“MOU” or “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through the Emergency Management Department (“EMD”), and the Pacific Battleship Center (“Center” or “PBC”), a California 501(c)(3) non-profit organization (collectively, the “Parties”).

**RECITALS**

WHEREAS, the Emergency Management Department is a department of the City of Los Angeles responsible for managing, administering and supporting the City’s emergency and disaster management, preparedness, response and recovery efforts;

WHEREAS, the Center is a non-profit organization under Section 501(c)(3) of the Internal Revenue Code, which operates programs that focus on igniting curiosity, connecting communities and enhancing understanding of America’s role in maritime peace and prosperity;

WHEREAS, in furtherance of its mission and as a dedicated anchor in service to the community, the Center creates collaborative partnerships with businesses, government agencies, academic institutions, non-governmental organizations and community stakeholders, bringing together funding, resources, services, programming and expertise to support and strengthen the City’s level of resiliency, preparedness and efforts to respond to and recover from a variety of emergencies and disasters;

WHEREAS, the Center is committed to supporting EMD priorities and needs by raising and receiving funds and other resources, making donations and otherwise organizing capital campaigns that might not otherwise be available from the City budget in order to benefit the acquisition of essential equipment, materials or provisions, training and community programs, strategic partnerships, innovative special projects, and other emergency management-related initiatives;

WHEREAS, the Parties understand and agree that the Center is not an entity of the City, but that the Center, from time to time, interacts and cooperates with the City in furtherance of supporting the City’s emergency and disaster management, preparedness, response and recovery efforts;

WHEREAS, the purpose of this Agreement is to establish a written understanding between the Parties to define each party’s respective roles and responsibilities;

NOW, THEREFORE, in consideration of the recitals and mutual obligations set forth herein, the Parties hereby agree and understand as follows:

## 1. REPRESENTATIVES

- a. The representatives of the respective Parties who are authorized to administer this MOU, and to whom formal notices, demands, requests and communication shall be given in writing are as follows:

For EMD:

Carol Parks, General Manager  
Los Angeles Emergency Management Department  
500 E. Temple Street  
Los Angeles, CA 90012

For the Center:

Jonathan Williams, President & CEO  
Pacific Battleship Center  
250 S. Harbor Blvd.  
San Pedro, CA 90731

## 2. FUNDRAISING AND DONATIONS

- a. The Center is authorized to raise and receive funds, grants, donations, contributions, gifts, and other resources, products or services (collectively, "Funds") for the benefit and support of the City's emergency and disaster management, preparedness, mitigation, response and recovery efforts (collectively, "Emergency Management Efforts").
- b. The Center is authorized to make purchases or arrange any use of equipment, provisions, materials, services, programs, facilities or other resources, products or services based on EMD priorities and needs for the benefit and support of the City's Emergency Management Efforts.
- c. EMD may, from time to time, provide the Center with non-confidential or non-privileged information regarding Emergency Management Effort priorities and needs. The Center may use such information in its performance of this Agreement.
- d. The Center shall promptly within a reasonable time transmit to the City an offer to donate any Funds raised or received for the benefit and support of the City's Emergency Management Efforts.
- e. Prior to their acceptance and approval by the City, the Center shall hold in trust in an interest-bearing account insured by the FDIC and maintained by the Center at its sole cost and expense all cash Funds raised or received by the Center for the benefit and support of the City's Emergency Management Efforts until disposition of said cash Funds is finalized.
- f. The Center agrees and understands that it shall donate to the City at least eighty-five (85) percent of any Funds raised or received for the benefit and support of the City's Emergency Management Efforts. The Center agrees and understands that no more than fifteen (15) percent of any Funds raised or received for the benefit and support of the City's Emergency Management Efforts shall be retained by the Center for its overhead, operating or administrative costs in reasonable performance of this Agreement. The Center shall strive to substantially comply with the model standards and best practices set forth by the charity and non-profit information and assessment organizations, Charity Navigator and Candid (formerly, Guidestar).

- g. Any Funds donated or otherwise given to the City by the Center for the benefit and support of the City's Emergency Management Efforts shall be reviewed and approved by the City in accordance with all applicable policies, ordinances, resolutions, statutes, rules and regulations of the City and any Federal, State or local government agency of competent jurisdiction.
- h. In performance of this Agreement, the City reserves the right to decline any donation, at its sole discretion, for any reason or no reason. In the event the City rejects a donation, the Center shall commit best efforts to return the donation to the original donor and shall document such efforts of return.
- i. All cash Funds accepted and approved by the City shall be deposited into the Emergency Operations Fund under Section 8.72 of the Los Angeles Administrative Code.
- j. Any Funds donated or otherwise given to the City by the Center under this Agreement shall be used solely for Emergency Management Efforts.
- k. The City shall not compensate the Center in consideration for any activities or efforts of the Center in performance of this Agreement.

### **3. COLLABORATIVE COMMUNITY PARTNERSHIPS**

- a. The Center is authorized to foster and create collaborative partnerships with businesses, government agencies, academic institutions, non-governmental organizations and community stakeholders for the benefit and support of the City's Emergency Management Efforts and to provide assistance and support when an emergency or disaster incident occurs.
- b. In furtherance of fostering and creating collaborative partnerships, the Center is authorized to plan and coordinate, from time to time, and with the approval of EMD, events, seminars, programs and meetings to provide educational resources and training as well as share knowledge, expertise and best practices to strengthen the emergency and disaster management, preparedness, mitigation, response and recovery efforts of the City and community at large.

### **4. NON-EMPLOYMENT STATUS AND EMPLOYMENT DECISIONS**

- a. The officials, directors, members, officers, employees, agents, consultants, contractors and representatives of the Center are not and shall not be deemed officials, directors, members, officers, employees, agents, consultants, contractors or representatives of EMD or the City, and are not entitled to any of the benefits of City employees.
- b. The Parties shall make all hiring, appointment, retention and compensation decisions with respect to its own officials, directors, members, officers, employees, agents, contractors and consultants.

### **5. CONFLICTS OF INTEREST AND MISUSE OF FUNDS**

- a. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are directly or indirectly interested,

in violation of any policy, ordinance, resolution, statute, rule or regulation of the City, or any Federal, State or local government agency of competent jurisdiction.

- b. Any Funds donated or otherwise given to the City by the Center under this Agreement shall not be used to engage in any political campaign activities or any activities that would constitute lobbying.
- c. In performance of this Agreement, the Center shall not engage in any activities or exercise any powers that are not in furtherance of its charitable purposes and objectives pursuant to its non-profit status under Section 501(c)(3) of the Internal Revenue Code. No part of the Center's net income or assets shall ever inure to the benefit of any director, officer, or member of the Center, nor to the benefit of any private person.

## **6. ACCOUNTING AND REPORTING**

- a. The Parties agree to keep accurate reports and other records relative to the performance of this Agreement, including keeping accurate financial reports of all Funds raised and received for the benefit and support of the City's Emergency Management Efforts.
- b. On at least an annual basis, and upon request by the City at any time, the Center shall make available any report or other record requested relative to the performance of this Agreement, including any financial report or audit of Funds raised and received for the benefit and support of the City's Emergency Management Efforts.

## **7. INTELLECTUAL PROPERTY AND USE OF TRADEMARKS**

- a. Prior to any usage of any EMD or other City trademarks, the Center shall enter into a separate license agreement with the City, granting the Center a non-exclusive, royalty-free license to use EMD or City trademarks in furtherance of this Agreement and for the term of this MOU.

## **8. INDEMNIFICATION**

- a. The Parties agree and understand to defend, indemnify and hold harmless the other and its officials, officers, employees, agents and representatives from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, including paying any legal costs, attorneys fees or paying any judgment that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement.
- b. The Center shall purchase and maintain at its sole cost and expense during the life of this Agreement such insurance protection and liability coverage as is necessary to defend and indemnify the City.

## **9. ENTIRE AGREEMENT**

- a. This MOU reflects the intentions of the Parties to work in partnership to cooperate in the manner described in this Agreement. The Parties may convene to assess progress pursuant to this Agreement on a periodic basis. This Agreement does not create any



enforceable legal obligation on either of the Parties. The Parties shall each be solely responsible for its own respective business affairs and its performance of its duties under or pursuant to this Agreement. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the Parties.

- b. This Agreement constitutes the entire agreement between the Parties. Any prior agreements, promises, negotiations or representations not set forth in this MOU are of no force or effect. Any amendments to this MOU shall be agreed upon in writing and signed by the Parties.

## **10. TERM AND TERMINATION**

- a. The term of this MOU shall become effective on the date of execution by all Parties and shall remain in effect for one (1) year.
- b. This MOU may be terminated by either Party, with or without cause, upon written notice to the other Party, at least thirty (30) days in advance.
- c. Upon expiration or termination of this Agreement, the Center shall provide the City a final accounting report of any remaining Funds and shall disburse the remaining Funds as directed by EMD.
- d. Amendments to this MOU may be made upon written agreement by the Parties at any time during the term of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

**THE CITY OF LOS ANGELES, by and through its DEPARTMENT OF EMERGENCY MANAGEMENT**

BY: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
: \_\_\_\_\_ (Print Name)  
: \_\_\_\_\_ (Title)

**THE PACIFIC BATTLESHIP CENTER**

BY: \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)  
: \_\_\_\_\_ (Print Name)  
: \_\_\_\_\_ (Title)

