UPDATE | 2028 Olympic & Paralympic Games

Enhanced City Resources Master Agreement

Ad Hoc Committee on the 2028 Olympic and Paralympic Games
Presentation by City Administrative Officer and Chief Legislative Analyst
June 30, 2026
C.F. 15-0989-S68

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Overview

Overview | **Reimbursement Agreements**

GAMES AGREEMENT (GA)

First Amendment

GA section 7.1
Normal and Customary Services

GA section 7.2
Enhanced City Resources Master Agreement (ECRMA)

GA section 7.4
Venue Services Agreements (VSA)

Overview | **ECRMA Purpose**

Enhanced City Resources Master Agreement

Covers the

Delivery

and

Payment or **Reimbursement**

for the City's provision of Enhanced City Resources in direct support of the 2028 Games

Overview | **ECRMA Scope**

Only for the City's provision of services

Above Normal & Customary levels

and in

direct support of the Games

Subject to the terms of the

Games Agreement

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Cost Categories

Cost Categories

1

Normal & Customary City Services

2

City Services eligible for Federal funding

3

City Services not eligible for Federal funding

Cost Categories | **Federal Funding**

H.R.1 "Big Beautiful Bill Act"
119th Congress (2025-2026)

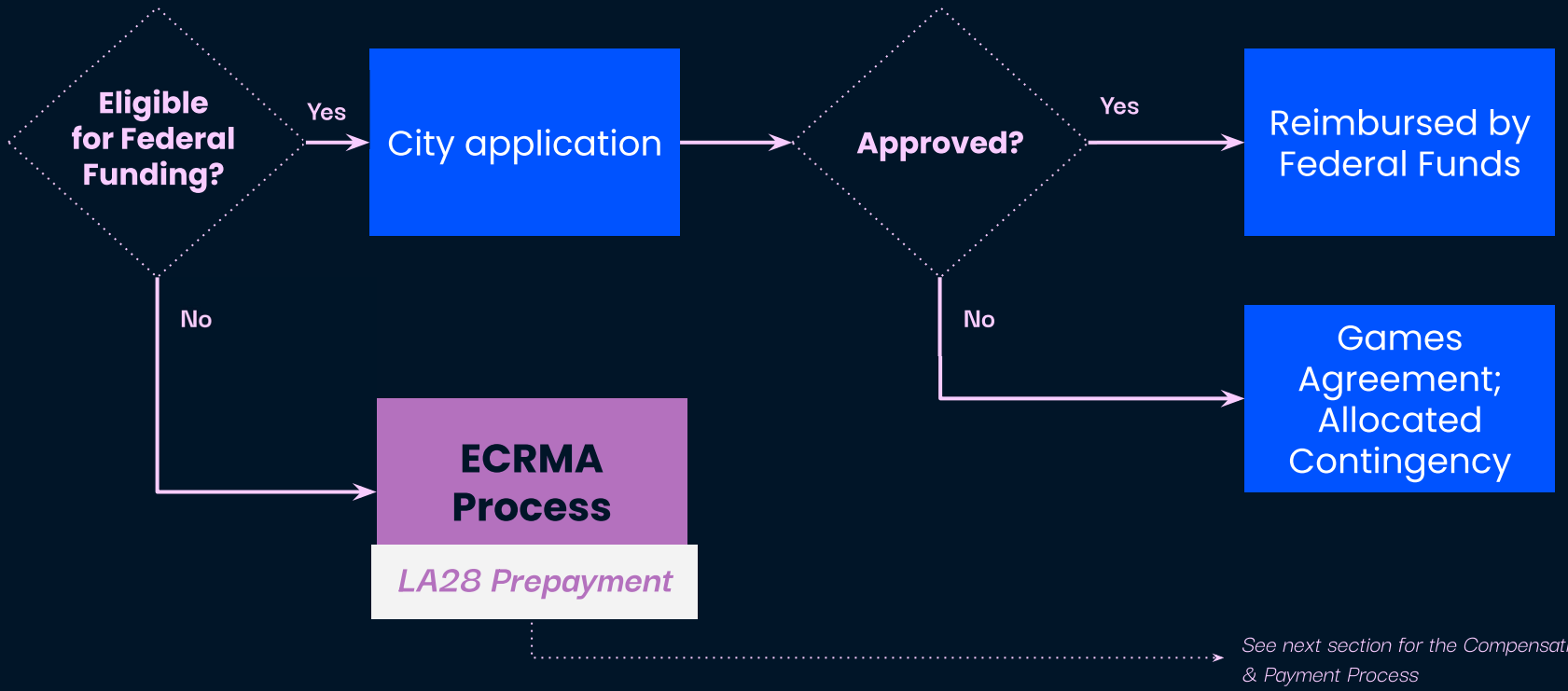
$1 Billion

Administered by **FEMA**

Purpose: To reimburse **state and local governments** for security, planning, and other costs related to the **2028 Games**.

Eligible uses **TBD** in Notice of Funding Opportunity (NOFO), anticipated in 2026.

Cost Categories | **Enhanced City Resources**



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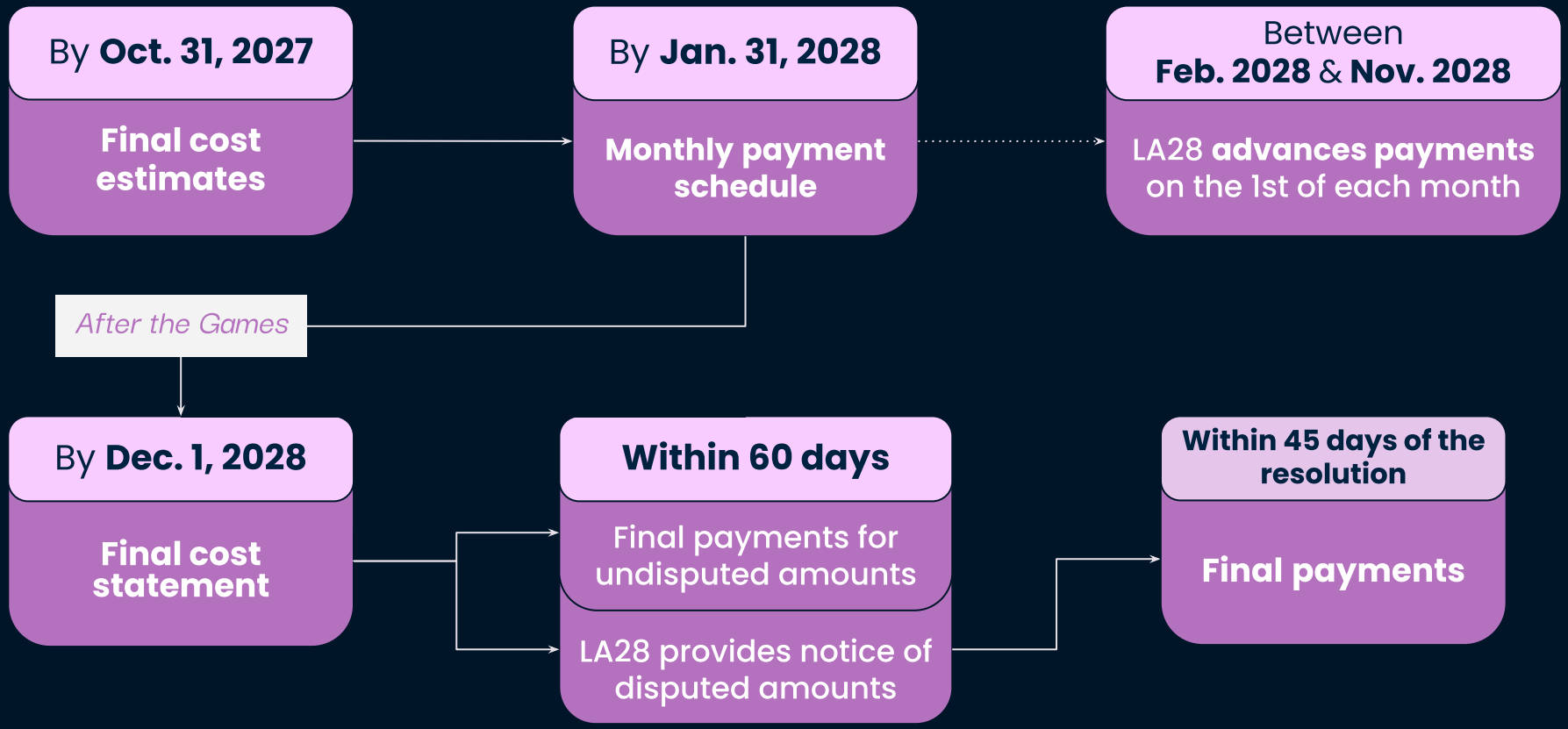
ECRMA Process

ECRMA | Compensation & Payment Process



ECRMA | **Section 10.6**

> The OCOG shall satisfy all of its financial and other obligations [...] **prior to disbursement of any Surplus to the Legacy Entity**, pursuant to the Host City Contract and Games Agreement, or the OCOG's dissolution. For the avoidance of doubt, satisfying financial obligations means the OCOG has **paid the City all outstanding amounts due** [...].

Enhanced City Resources Master Agreement
Section 10.6 (Emphasis added)

June 2026

7.4.1 Identification of Enhanced City Resources at Identified Venues. The VSAs will be negotiated by the Parties and executed based on mutual consent for each Identified Venue. Each VSA will identify, among other things, (i) Enhanced City Resources to be provided by the City; (ii) to the extent not otherwise contained in the ECRMA, processes for estimating Enhanced City Resources expenses (e.g., rates and unit costs); (iii) access rights to the applicable Identified Venue; and (iv) the Games Footprint for the applicable Identified Venue. The OCOG shall coordinate the development of the VSAs with the CAO (by and through its City Liaison(s)), who shall, in turn, ensure coordination with any relevant City department or planning body in order to facilitate City-wide administrative oversight, budgetary control, and any requests which may require further approval by the Mayor and Council.

> 13.6 Surplus Audit. After the OCOG has calculated the Surplus, the City shall have the right to independently audit all information used by OCOG to calculate the Surplus.

Appendix | Games Agreement

12.4.5 The Allocated Contingency may only be:

12.4.5.1 utilized to cover expenditures in the event that other actual or projected OCOG revenues (including the Unallocated Contingency) are not available to cover the expenditures; or

12.4.5.2 disbursed as surplus 2028 Games profits in accordance with the Host City Contract.

12.4.6 Prior to the OCOG's use of the Allocated Contingency **with respect to Section 12.4.5.1 only**, the OCOG shall obtain the City's written consent (which shall not be unreasonably withheld, conditioned, or delayed).

Appendix | Games Agreement Amendment

Section 1. Amendments.

1.1 Section 12.4.5 of the Games Agreement is hereby amended and restated in its entirety to read as follows:

"12.4.5 The Allocated Contingency may only be utilized for the following purposes, in order of priority:

a. **First, to cover OCOG expenditures** in the event that other actual or projected OCOG revenues (including the Unallocated Contingency) are not available to cover the expenditures;

b. **Then, disbursed to the City for Games-related expenditures** incurred by the City as determined by the VSA or the NSSE process that are **not reimbursed by any relevant entities** ; and

c. **Then, disbursed to the Legacy Entity** as surplus 2028 Games profits in accordance with the Host City Contract."

Appendix | Games Agreement Amendment

Section 1. Amendments. *(continued)*

1.2 Section 12.4.6 of the Games Agreement is hereby amended and restated in its entirety to read as follows:

"12.4.6 Any distribution of the Allocated Contingency requires approval of the City and LA28, not to be unreasonably withheld by either Party, pursuant to a framework that shall be mutually agreed upon in writing by the Parties."

> 3.1.1. The OCOG shall negotiate and enter into separate agreements as necessary for any agreed upon Enhanced City Resources delivered by the City's proprietary departments. **In absence of separate agreements with the City's proprietary departments, the terms of this ECRMA shall apply to each proprietary department.**

Appendix | **ECRMA**

> The Parties acknowledge and agree that Games-related expenditures incurred by the City pursuant to the VSAs or the NSSE process that are **not reimbursed by the federal government** or other relevant entities are **subject to the Games Agreement** , as amended by the Parties.

Enhanced City Resources Master Agreement Sec. 11.4 (Emphasis added)