



Agenda Report

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File #: 19-0369

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**AGENDA REPORT  
REQUEST FOR CITY COUNCIL ACTION**

DATE: 4/9/2019

TO: Honorable Mayor and City Council Members

FROM: Police Department

**SUBJECT:**

Discussion and possible action to approve reimbursable letter of agreement with the City of Indio to provide officer assistance at the Coachella Music Festival and Stagecoach Festival occurring in Indio on three weekends in April.

**RECOMMENDED ACTION:**

That the City Council:

1. Authorize the City Manager or Police Chief to sign the Indio Police Department Reimbursable Letter of Agreement for services and equipment to be provided by Corona during the Coachella Valley Music and Arts Festival and Stagecoach Festival.
2. Authorize an appropriation to the Police Department's operating budget and revenue increase of up to \$110,849.97, dependent on actual costs, of one-time money from the unappropriated General Fund Balance to be reimbursed from the City of Indio, Indio Police Department.

**ANALYSIS:**

The Coachella Valley Music and Arts Festival is an annual festival held over two weekends in Indio. Weekend one is held April 12 through April 14, 2019, and weekend two is held April 19 through 21, 2019. The Stagecoach Festival is an annual festival held in Indio the following weekend April 26 through April 28, 2019. The Indio Police Department is tasked with providing public safety for these events that can draw 200,000 attendees over the three weekends. Indio Police Department seeks assistance from local and state law enforcement agencies throughout the region to assist in providing public safety services.

On April 3, 2019, Indio Police Department requested the assistance of Corona Police Department to provide law enforcement services for the three weekends of concerts. Lieutenant Jason Hapner provided an Indio Police Department Reimbursable Letter of Agreement and the Memorandum of Understanding Between California Department of Motor Vehicles Investigation Division and City of

Indio-Indio Police Department as supporting documents. Lieutenant Hapner confirmed that services provided by Corona Police Officers would be reimbursed at full overtime rates and equipment used during the event would be compensated at the flat fee amounts noted in the agreement.

Indio Police Department, other municipal police departments located in Riverside County and the Riverside County Sheriff's Department operate under a common Memorandum of Understanding through the Riverside County Law Enforcement Administrators Constitution and By-Laws (RCLEAA). Contained within RCLEAA is Policy R-019 Interagency Peace Officer Consent Agreement (Policy 19). Policy 19 grants Peace Officer authority to participating agencies and affirms agreement to "RCLEAA Guidelines Concerning Cross and Inter-Jurisdictional Investigations."

The Corona Police Department has the available personnel to provide the requested services in the form of one police sergeant, three police officers and two motorcycle officers without impacting staffing. The personnel assigned will be on regular days off. Any unanticipated staffing vacancies will be filled for the City of Corona prior to authorizing staffing for the concert events. Personnel assigned to the concert events will adhere to all Corona Police Department Policies.

It should also be noted that, while the City of Indio will reimburse the City of Corona as noted herein, as is typical in mutual aid types of agreements, the City will assume all risk of injury to its personnel and potential liability for its activities. Staff believes that such risk is acceptable, given the overall benefits provided when public safety agencies provide support and assistance to each other.

Finally, although the draft agreement appears to be between the City of Corona and the event, the City of Indio has confirmed that our agreement is with the City of Indio.

**COMMITTEE ACTION:**

Not applicable.

**STRATEGIC PLAN:**

This item supports the City Strategic Plan goal to Actively engage in public and private partnerships to provide services and amenities (b). Proactively develop partnerships with local and regional business interest and agencies.

**FISCAL IMPACT:**

This one-time service will reimburse the general fund for expenditures as follows:

Police Staffing Expense	\$107,182.44
Equipment Expense	\$1,494.00
<u>Administrative Fee</u>	<u>\$2,173.53</u>
Project Total	\$110,849.97

GENERAL FUND	
Budget Workshop May 23, 2018 - Estimated Revenue Over Expenditures	\$6,626,911
Previously approved budget adjustments (net) - includes revised revenue projections as presented at the Study Session on March 26, 2019	<u>(5,771,421)</u>
Current Estimated Revenue Over Expenditures*	855,490
Appropriation - Police Department Overtime and Equipment (Coachella)	(110,850)
Revenue Increase - Reimbursement from City of Indio (Coachella)	<u>110,850</u>
<b>Revised Estimated Revenue Over Expenditures</b>	<b>\$855,490</b>
Budget Balancing Measures Reserve - Actual 6/30/18	\$25,182,735
Estimated FY 2018-19 Change in Budget Balancing Measures	<u>855,490</u>
<b>Budget Balancing Measures Reserve - Estimated Balance 06/30/19</b>	<b>\$26,038,225</b>

**ENVIRONMENTAL ANALYSIS:**

No environmental review is required because the proposed action is not a project under the California Environmental Quality Act.

**PREPARED BY:** GEORGE JOHNSTONE, CHIEF OF POLICE

**REVIEWED BY:** DEAN DERLETH, CITY ATTORNEY

**REVIEWED BY:** KERRY D. EDEN, ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR

**SUBMITTED BY:** MICHELE NISSEN, ACTING CITY MANAGER

**Attachments:**

1. Reimbursable Letter of Agreement

**REIMBURSABLE LETTER OF AGREEMENT**

IPD RLA FORM (Rev. 11-2018)

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of \_\_\_\_\_, acting by and through the \_\_\_\_\_, hereinafter called \_\_\_\_\_, and \_\_\_\_\_, hereinafter called \_\_\_\_\_

***WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE \_\_\_\_\_ AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.***

1. Reimbursable services are to be provided when \_\_\_\_\_ traffic control \_\_\_\_\_ security services other details for \_\_\_\_\_ are required, the \_\_\_\_\_ agrees to provide uniformed personnel, motorcycles, and/or patrol vehicles to assist with the \_\_\_\_\_

2. The term of this Agreement will be \_\_\_\_\_ to \_\_\_\_\_

3. The \_\_\_\_\_ coordinator shall be \_\_\_\_\_, telephone number \_\_\_\_\_

4. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.

5. \_\_\_\_\_ agrees to make reasonable efforts to notify those \_\_\_\_\_ uniformed employees of the cancellation.

6. The hours indicated in this Agreement are for estimate purposes only. Actual time will be charged.

7. The rates indicated in this Agreement are for estimate purposes only.

8. In consideration for the above services and upon receipt of an itemized invoice, \_\_\_\_\_ agrees to reimburse \_\_\_\_\_ for the overtime costs incurred at the time services are provided, not the fully-burdened rate. The rates charged to \_\_\_\_\_ shall in no event exceed the actual costs to the \_\_\_\_\_ to perform the requested services.

a. The proposed reimbursements are designed to fully reimburse the employing city's costs associated with the use of off-duty personnel and equipment without paying the additional administrative costs rolled into the fully-burdened rate.

9. A administrative fee of 2% will be added to reimburse the employing agency for staff time in processing invoices and overtime payments

10. The following equipment, if used as part of the event, will be reimbursed at the listed daily rate.

		Days	QTY	Total
Marked patrol unit:	\$ _____/day	_____	_____	\$ _____
Plain vehicle:	\$ _____/day	_____	_____	\$ _____
Motorcycle:	\$ _____/day	_____	_____	\$ _____
Bicycle:	\$ _____/day	_____	_____	\$ _____
Handheld Police radio:	\$ _____/day	_____	_____	\$ _____
Sergeant:	\$ _____ Avg/hr	_____ hrs	_____	\$ _____
Officer:	\$ _____ Avg/hr	_____ hrs	_____	\$ _____
Subtotal:	\$ _____	Administrative fee _____	_____	\$ _____
Total estimated cost:				\$ _____

**WITNESSETH:** By and in consideration of the covenants and conditions herein contained,  
\_\_\_\_\_ and \_\_\_\_\_ do hereby agree to the above terms and conditions.

City of Indio  
Indio Police Department

REQUESTOR'S NAME

Chief's Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_