

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

330



FROM: Director of Mental Health

SUBMITTAL DATE:
September 23, 2010

SUBJECT: Approve the Agreements with Six Flags Hurricane Harbor and Six Flags Magic Mountain

RECOMMENDED MOTION: Move that the Board of Supervisors approve and :

1. Authorize the Chairman of the Board to sign the Agreement with Six Flags Hurricane Harbor for \$35,980 for FY 2010/2011;
2. Authorize the Chairman of the Board to sign the Agreement with Six Flags Magic Mountain for \$59,774 for FY 2010/2011;
3. Exempt the Riverside County Purchasing Agent from future sole source requirements for these Agreements in accordance with Ordinance 459.4; and
4. Authorize the Purchasing Agent to increase, decrease, amend and/or annually renew these Agreements up to the combined Annual aggregate amount of \$125,000 through June 30, 2015.

BACKGROUND: On January 10, 2006, Agenda Item 3.38, the Riverside County Board of Supervisors authorized the Riverside County Department of Mental Health (RCDMH) Substance Abuse Friday Night Live (FNL) Program outing to Six Flags Magic Mountain; and subsequently approved the FNL's Program attendance at this event annually through June 30, 2010. (Continued on Page 2).

JW:CW

Jerry Wengerd, Director
Department of Mental Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 95,754	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 10/11

SOURCE OF FUNDS: 100% Ticket Sales	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:
Debra Courmoyer

FORM APPROVED COUNTY COUNSEL
 BY: Dale A. Gardner 9/16/10
 DATE: _____
 Department of Mental Health
 Purchasing: Mark Seiler, Assistant Director
 Policy Dept's Recomm.:
 Policy Per Exec. Ofc.:
 Consent
 Consent

3.21

SUBJECT: Approve the Agreements with Six Flags Hurricane Harbor and Six Flags Magic Mountain

BACKGROUND (Continued):

FNL coordinates two major events throughout the year to align with the prevention strategic plan component of youth development, in order to meet the goals and fulfill the requirements of the Substance Abuse Treatment Prevention (SAPT) Block Grant funding. These major events occur at an amusement park during the winter season, and a water park during the summer season for approximately 2,600 students who reside in Riverside County.

As a result of these Board approved events expiring June 30, 2010, FNL staff researched other potential vendors who met the FNL requirement by providing events to school age youth in an Alcohol, Tobacco, and Other Drug (ATOD) free environment. It was found that Six Flags Magic Mountain and Hurricane Harbor are the only venues within Southern California who meet the no alcohol criteria. Therefore, the RCDMH is requesting the Riverside County Board of Supervisors to approve the agreements with Six Flags Hurricane Harbor and Six Flags Magic Mountain for the FNL coordinated events.

PERFORMANCE PERIOD:

These agreements are effective from November 1, 2010 through June 30, 2011, and may be renewed annually by the Riverside County Purchasing Agent through June 30, 2015. Each agreement contains termination provisions in case of the unavailability of any Federal, State and/or County funds.

FINANCIAL IMPACT/PRICE REASONABLENESS:

For FY 10/11, Six Flags has agreed to sell to the FNL Program tickets to Magic Mountain and Hurricane Harbor at a discounted rate. Historically Six Flags has negotiated with and provided a discounted rate to the RCDMH; and it is the intent of Six Flags to continue to provide a discounted rate to the RCDMH for all future FNL events. FNL sells these tickets to the students at a price which covers the cost of the admission ticket and transportation. Since there has been an increase in attendance of approximately 216% compared to FY 06/07 attendance figures, the RCDMH is requesting a combined aggregate amount of \$125,000 for these events to allow for future increases in attendance. No County Funds are required.



FRIDAY NIGHT LIVE – RIVERSIDE COUNTY PRIVATE PARTY AGREEMENT

1. Six Flags Hurricane Harbor ("SFHH") agrees to open its facilities on Saturday, May 21, 2011, for the exclusive use of Friday Night Live and their guests. The scheduled operating hours are 11:00 a.m. to 6:00 p.m.
2. Friday Night Live, (State of California-as a whole), must meet the minimum of 1,500 park admissions required, for the exclusive opening of SFHH on Saturday, May 21, 2011, and to continue this program in future years. In the event that FNL ticket sales fall short of the 1,500 ticket minimum, HH will honor tickets on any regular operating day of the 2011 season.
3. SFHH will issue 1500 tickets to Friday Night Live – Riverside County at a rate of \$17.99 per person. These tickets will be valid for Saturday, May 21, 2011 only upon receipt of signed agreement. Additional Tickets will be made available on consignment for up to a maximum of 4,500 tickets total for the exclusive event. Complimentary tickets will be issued on a ratio of 1 per 10 paid admission tickets. Complimentary tickets are for use by adult staff only. General Use tickets will not be credited for comps not used. All unearned comps must be returned for credit.
4. SFHH will waive raft rental fees and rafts will be available for use at no charge.
5. The final settlement for any consigned tickets, including the return of the unused tickets, must be made by June 10, 2011. Friday Night Live assumes full responsibility for tickets unreturned, regardless of the reason for said non-return.
6. SFHH agrees to provide promotional materials to assist Friday Night Live in generating enthusiasm and ensuring maximum awareness of the event. Friday Night Live assumes responsibility for the distribution of all materials.
7. In the event of severe weather conditions, which would prohibit SFHH from opening its facilities on Saturday, May 21, 2011, SFHH will honor the tickets on any regularly scheduled operating day through September 25, 2011.
8. Friday Night Live agrees to provide Six Flags Hurricane Harbor with a ticket count status on the two (2) preceding Fridays (May 7 & May 14) and the final preceding Friday (May 20) prior to the first event date of Saturday, May 21, 2011.
9. Group shall comply with, abide by, and take reasonable steps to acquaint all Group attendees with the rules and regulations of the Park. Appropriate attire is required at all times. Six Flags Hurricane Harbor requires all Friday Night Live guests to comply with Park rules, including, but not limited to, dress codes, safe and orderly conduct, and possession or use of alcohol or illegal substances on Park property. Guests who violate Park rules may be denied admission or will be removed from the Park at Six Flags Hurricane Harbor's discretion.
10. As with any operating day, SFHH reserves the right to open or close in-park facilities based on business considerations. Such business considerations include but are not limited to: Ride or facility maintenance, staffing levels, and/or in-park attendance levels, available staffing, safety requirements, security considerations, and such other special considerations deemed appropriate for the effective operation of the Park.



11. Group shall indemnify, defend and hold Six Flags Theme Parks Inc. ("Six Flags") and its directors, employees, agents, subsidiaries and affiliates harmless from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever ("Loss") arising out of or relating to the breach by Group of any of its representations, warranties, agreements or obligations under Group's outing/event agreement including, without limitation, any cancellation of the outing/event agreement, except to the extent that such Loss is due to the gross negligence or willful misconduct of Six Flags.
12. Should any legal action or proceeding be brought with respect to the Group's event or this agreement, the unsuccessful party in any such action shall pay the successful party's reasonable attorney's fees and expenses and the court costs, in each case, incurred in connection therewith.
13. The agreement shall be governed by the laws of the State of California without regard to choice of law principles. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.
14. Six Flags' trademarks, trade names, service marks, logos and symbols ("Marks") are, and shall remain, the sole and exclusive property of Six Flags. Group shall not use any Marks for any purpose without prior written approval.
15. Group shall not in any way, resell, transfer or distribute the tickets to any party.
16. Agreement of Friday Night Live to all foregoing terms and conditions is indicated by signature below. This agreement becomes effective only when received and approved by Six Flags Hurricane Harbor at its home office in Valencia, California, whereupon it shall become a binding contract between us in accordance with its terms and conditions. Friday Night Live represents and warrants that it has the full right and authority to enter into and fully perform the agreement, and the agreement constitutes a valid, binding and enforceable agreement of Group.

FRIDAY NIGHT LIVE –Riverside County

SIX FLAGS HURRICANE HARBOR

Name: SEE ATTACHMENT

Name: Bon Lohrli

Title:

Title: Account Executive

Signature: SEE ATTACHMENT

Signature:  _____

Date: _____

Date: 9/15/10 _____

FOR SIX FLAGS USE ONLY

CUSTOMER	PLU #1	PLU #2	PLU #3	SALES REP.	NEW/RENEW
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COUNTY:
County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:
County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: Six Flags


COUNTY OF RIVERSIDE:

X 

Chairman, Board of Supervisors

SIX FLAG REPRESENTATIVE

NAME/REP #: Bon Lohrli - 08

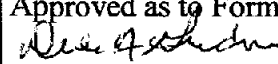
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ATTEST: Kecia Harper-Ihem, CLERK

SIX FLAGS REGIONAL SALES MANAGER

DATE: 9/15/10

Deputy
Date: _____

COUNTY COUNSEL
PAMELA J. WALLS
Approved as to Form

By Dale A. Gardner
Deputy County Counsel



26101 MAGIC MOUNTAIN PARKWAY, VALENCIA, CA 91355

PH: 661.255.4806 | FAX: 661.255.4172

2010 FUNDAY AGREEMENT

COMPANY/GROUP NAME: FNL - RIVERSIDE CUSTOMER NUMBER: 13538

CONTACT PERSON: GENEVA AMADOR E-MAIL: GMAMADOR@RCMHD.ORG

PHONE #: 951.782.5004 FAX #: 951.682.3576

STREET ADDRESS: 3525 PRESLEY AVE

CITY: RIVERSIDE STATE: CA ZIP: 92507

2010 FUNDAY INFORMATION

2010 OUTING DATE: Saturday, November 06, 2010 EST ATTD: 1000

PRIOR YEAR: 2009 # OF ATTD: 2085 # OF EMPLOYEES/MEMBERS: _____

TICKET ORDER

# OF TICKETS	TICKET TYPE	COST/TICKET*
2000	GENERAL USE TICKET	\$22.99
200	CHAPERONE	N/C
40	BUS PARKING	N/C

*Does not include applicable taxes.

SPECIAL INSTRUCTIONS:

1 COMP CHAPERONE TICKET PER 10 PAID STUDENTS.	▼
GROUP WILL BE CHARGED FOR ANY UNRETURNED TICKETS NOT EQUALING FINAL OUTING ACTUAL.	▼
FREE BUS PARKING.	▼

OTHER INSTRUCTIONS:

FOR SIX FLAGS USE ONLY						
CUSTOMER #	ZIP	PLU #1	PLU #2	PLU #3	SALES REP	NEW/RENEW
13538	92507				8	R

2010 FUNDAY AGREEMENT TERMS AND CONDITIONS

This is an agreement between Six Flags Magic Mountain (herein referred to as "SFMM") and (herein referred to as "Company").

FNL - RIVERSIDE

1. To receive your date and prices, a signed copy of the original agreement must be returned. Company represents and warrants that it has the full right and authority to enter into and fully perform the agreement, and the agreement constitutes a valid, binding and enforceable agreement of Group.
2. SFMM will provide Company with personalized, dated and consecutively numbered tickets. Upon receipt of the tickets, Company accepts responsibility for the full dollar value of all tickets should they become lost, stolen or misplaced and then redeemed. SFMM will not refund individuals for group tickets. They will be referred back to the company for all refund matters. Group shall not in any way, resell, transfer or distribute the tickets to any third party. Failure to sell a minimum of 100 tickets may result in reduced discounts on future programs. Additional ticket requests will be consigned subject to this agreement.
3. Promotional materials such as posters, brochures will be provided by SFMM at no additional cost. Company agrees to accept responsibility for the distribution of special SFMM promotional material to promote awareness.
4. Company agrees to return all unused tickets within 5 days following the outing. Final billing for admission tickets and Kodak vouchers if applicable will be based on all unreturned tickets, regardless of reason for said non-return. A final settlement of the consignment is due within 30 days following the outing. Failure to provide payment upon due date is a material breach of this agreement. Company checks are the only accepted form of payment.
5. In the event of a cancellation, Company agrees to return all consigned tickets within five (5) days of cancellation.
6. At the conclusion of the event, tickets and payment will either be personally picked up by a Six Flags Sales Representative or may be returned by trackable mail (i.e., Certified Mail, FedEx, Airborne Express, UPS, etc.) to the attention of your Sales Representative at the address below:

Six Flags Attn: Group Sales
26101 Magic Mountain Pkwy., Valencia CA 91355

7. Company shall indemnify, defend and hold Six Flags Theme Parks Inc. ("Six Flags") and its directors, employees, agents, subsidiaries and affiliates harmless from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever ("Loss") arising out of or relating to the breach by Group of any of its representations, warranties, agreements or obligations under Group's outing/event agreement including, without limitation, any cancellation of the outing/event agreement, except to the extent that such Loss is due to the gross negligence or willful misconduct of Six Flags.
8. Should any legal action or proceeding be brought with respect to the Group's event or this agreement, the unsuccessful party in any such action shall pay the successful party's reasonable attorney's fees and expenses and the court costs, in each case, incurred in connection therewith.
9. The agreement shall be governed by the laws of the State of California without regard to choice of law principles. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.
10. Six Flags' trademarks, trade names, service marks, logos and symbols ("Marks") are, and shall remain, the sole and exclusive property of Six Flags. Group shall not use any Marks for any purpose without prior written approval.
11. Group shall comply with, abide by, and take reasonable steps to acquaint all Group attendees with the rules and regulations of the Park. Appropriate attire is required at all times. All aspects of Group's event including, but not limited to, bringing entertainment or outside talent into the Park must be approved in advance by Six Flags.
12. By signing below, agrees to the terms and conditions on this agreement. This agreement becomes effective upon receipt and approval by Six Flags Magic Mountain whereupon it shall become a binding contract. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.

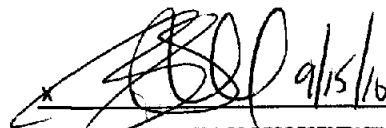
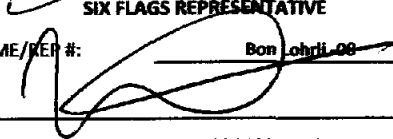
X SEE ATTACHMENT

AUTHORIZED COMPANY REPRESENTATIVE

NAME: _____

TITLE: _____

DATE: _____

X  9/15/10
SIX FLAGS REPRESENTATIVE
NAME/REP #: _____ Bon Lohrli-08
X 
REGIONAL SALES MANAGER
DATE: 9/15/10

PLEASE REFER TO PAGE 3 FOR AUTHORIZED SIGNATURES

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COUNTY:

County of Riverside
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

INFORMATION COPY:

County of Riverside
Department of Mental Health
P.O. Box 7549
Riverside, CA 92503-7549

CONTRACTOR: Six Flags

COUNTY OF RIVERSIDE:

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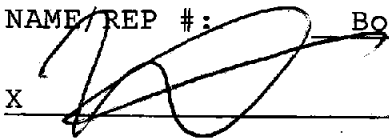


SIX FLAGS REPRESENTATIVE

Chairman, Board of Supervisors

NAME/REP #: Bon Lohrli- 08

X



SIX FLAGS REGIONAL SALES MANAGER

ATTEST: Kecia Harper-Ihem, CLERK

Date: 9/15/10

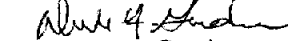
Deputy

Date: _____

COUNTY COUNSEL

PAMELA J. WALLS

Approved as to Form



By Dale A. Gardner

Deputy County Counsel