County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

November 18, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AND MAGIC MOUNTAIN LLC (FIFTH DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking approval for a supplemental law enforcement services agreement with Magic Mountain LLC (Magic Mountain), a private entity. Magic Mountain currently contracts for one sergeant and four deputy generalist Tourist Oriented Policing (TOP) team which provides a full-time on-site law enforcement presence to deter crime, enhance safety, and reduce the risk of terrorist activities, at the Magic Mountain theme park located at 26101 Magic Mountain Parkway, Valencia, California 91355.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to execute the attached Supplemental Law Enforcement Services Agreement (Attachment I) authorizing the Sheriff to provide supplemental law enforcement services on an ongoing basis to Magic Mountain at its theme park in Valencia, California. The term of this Agreement is for five years, from December 1, 2008, through November 30, 2013, with an estimated annual sum of $758,208.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to gain your Board's approval for the Department to provide supplemental law enforcement services to Magic Mountain. The Department and County Counsel have identified Magic Mountain theme park as a

"critical facility." As such, your Board may contract on behalf of the Sheriff to provide supplemental law enforcement services to a critical facility on an ongoing basis per California Government Code 53069.8 (a)(3).

Implementation of Strategic Plan Goals

This resolution is related to Strategic Goal 1, Service Excellence, and Strategic Goal 4, Fiscal Integrity. The implementation of the supplemental law enforcement services Agreement with Magic Mountain will enhance the safety of the public at the facility, which attracts large crowds. Theme parks throughout Southern California have become an increasing concern in the law enforcement community since the September 11 attacks. Magic Mountain, which is located in the unincorporated community of Valencia, draws upon the existing resources of the Santa Clarita Valley Sheriff's Station. By approving the ongoing service, this critical facility will not routinely draw from local law enforcement services, thus ensuring a higher degree of service to the entire community as well as enhancing the level of service to this critical facility.

FISCAL IMPACT/FINANCING

There will be no net County cost to this Agreement. Magic Mountain shall pay the Department for said services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the 2008-09 Fiscal Year. Magic Mountain is aware that rates can change at the beginning of every fiscal year, hereafter as determined by the Auditor-Controller.

Based on current projections, Magic Mountain will offset the annual cost for services in the amount of $758,208 for one sergeant and four generalist deputies, plus any overtime related costs incurred by the Department.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department's proposal and contract were initially awarded in response to the Request for Proposal by Magic Mountain, and approved by Undersheriff Larry Waldie on May 20, 2003. The Department's service contract uses the current rates established by the Auditor-Controller.

At the option of the Board and with the consent of Magic Mountain, the Agreement may be renewed for successive periods of not-to-exceed five years each. If the Department elects to continue the provision of services to Magic Mountain beyond the initial five year term, the Department will return to the Board prior to the expiration of the Agreement to extend the term.

This agreement has been approved as to form by County Counsel.

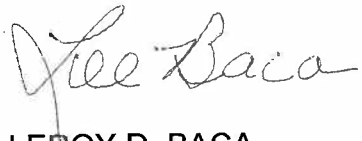
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This contract has a positive impact on current law enforcement services by supplementing local law enforcement services on the Magic Mountain property, as well as in the surrounding unincorporated area. There will be no negative impact on current services or projects as this contract will serve to continue the provision of services at the Magic Mountain theme park, which have been provided by the Department under contract since 2003.

CONCLUSION

Upon approval by your Board, please return two (2) copies of the adopted Board letter and two (2) originally executed Agreements to the Department's Contract Law Enforcement Bureau for further processing.

Sincerely,



LEROY D. BACA
SHERIFF

CONTRACT
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LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
& MAGIC MOUNTAIN, LLC.

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(WSA)

AGREEMENT TO PROVIDE
SUPPLEMENTAL LAW ENFORCEMENT SERVICES
AT A CRITICAL FACILITY

THIS AGREEMENT, made and entered into as of the date approved by the Los Angeles County Board of Supervisors by and between the COUNTY OF LOS ANGELES, hereinafter referred to as "County," and **MAGIC MOUNTAIN LLC.**, hereinafter referred to as "Contractor":

RECITALS

WHEREAS, the County is empowered by law to provide for safety, security and order in the County of Los Angeles; and

WHEREAS, Section 53069.8 (a) (3) of the California Government Code authorizes the Los Angeles County Board of Supervisors to contract on behalf of the Sheriff to provide supplemental law enforcement services to private entities at critical facilities on an occasional or ongoing basis; and

WHEREAS, Section 53069.8 (a) (3) of the California Government Code defines a "critical facility" to include any building, structure, or complex that in the event of a disaster, whether natural or manmade, poses a threat to public safety; and

WHEREAS, Magic Mountain LLC. operates Six Flags Magic Mountain, a critical facility within the County which attracts a high level of public interest and large numbers of individuals with attendant traffic and law enforcement needs that warrant supplemental services to preserve safety, security and order; and

WHEREAS, Contractor is desirous of contracting with the County for necessary and additional law enforcement services and assistance in providing for the safety, security and order at such critical facilities; and

(WSR)

WHEREAS, the County is agreeable to rendering such supplemental law enforcement services through the County Sheriff's Department ("Sheriff").

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and conditions hereafter stated, the respective parties hereto agree as follows:

1.0 CONTRACT AUTHORIZATION

1.1 This Agreement is for the purpose of providing supplemental law enforcement services on an ongoing basis at a "critical facility".

1.2 Said services shall be rendered by regularly appointed full-time peace officers as defined in Section 830.1 of the Penal Code. Such services shall encompass only law enforcement duties and not services authorized to be provided by private patrol operators, as defined in Section 7582.1 of the Business and Professions Code, nor any enforcement of rules, regulations and policies of the Contractor.

1.3 The services provided pursuant to this Agreement shall not reduce the normal and regular ongoing service that the County would otherwise provide if the County did not enter into this Agreement for supplemental law enforcement services.

2.0 CONTRACT PROVISIONS

2.1 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the providing of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.

2.2 In the event of such a circumstance, the Sheriff will provide at least thirty days' notice of his inability unless circumstances preclude him, as a practical matter, from giving at least thirty days' notice, in which event the Sheriff shall provide

(WSR)

such notice of less than thirty days as is feasible and practical under the circumstances.

3.0 DEPLOYMENT OF PERSONNEL

3.1 This Agreement contemplates that the services may be provided on an ongoing basis during the term of this Agreement.

3.2 The service levels under this contract as indicated in the Service Level Authorization form (SH-AD 575) shall be developed by the Sheriff and the Contractor and signed by the parties and affixed to this Agreement as Attachment A.

3.3 The services provided under this Agreement shall only encompass duties and functions customarily rendered by the Sheriff under the Charter of the County, the statutes and laws of the State of California, and the policies and procedures of the Sheriff's Department.

4.0 PERSONNEL ADMINISTRATION

4.1 The rendition of the services, the rank of personnel provided, the selection and discipline of the Sheriff's deputies provided, the manner of performance of the policing function, the supervision, equipment, communications, supplies, and other matters incident to the performance of such services, and the control of such personnel shall remain with the Sheriff or his authorized representatives.

5.0 CONTRACT SUM

5.1 For and in consideration of the rendition of the services to be performed by the County for the Contractor under this Agreement, the Contractor shall pay the County for said services according to the appropriate and prevailing billing rates

(WOH)

as determined by the County Auditor-Controller for the current fiscal year.

5.2 Current rates are reflected in the attached Service Level Authorization form (SH-AD 575) as Attachment A.

5.3 The applicable rates include workers' compensation costs and administrative overhead costs that are directly related to the provision of said services.

5.4 The aforementioned rates, as determined by the County Auditor-Controller, shall be adjusted annually to reflect changes in salary, workers' compensation and administrative overhead costs, as adopted by the County Board of Supervisors.

5.5 Annual rate adjustments shall be made pursuant to methods employed according to the policies and procedures established by the Board of Supervisors.

6.0 PAYMENT PROCEDURES

6.1 The County shall render to the Contractor a summarized monthly invoice which details all services performed under this Agreement, and the Contractor shall pay County therefore within sixty (60) days after date of said invoice.

6.2 Payment for said services shall be made by check or money order payable as directed on the monthly invoice.

6.3 If such payment is not delivered to the County office which is described on said invoice within sixty (60) days after the date of the invoice, the County is entitled to recover interest thereon.

6.4 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed. After ninety (90) days, invoices deemed uncollectible shall be forwarded to the Referral Section of the County Department of Collections for

(WDR)

appropriate action.

7.0 INDEMNIFICATION

7.1. Both parties hereto in the performance of this Agreement shall act as independent contractors and not as agents, employees, partners, joint venturers, or associates of one another.

7.2 All persons employed in the performance of the services provided under this Agreement shall be County employees.

7.3 The Contractor shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County personnel performing services hereunder or any liability other than provided for in this Agreement.

7.4 Except as herein otherwise specified, the Contractor shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her employment as a contract employee of the Contractor.

7.5 Neither party hereto shall be liable for any damages or liability proximately resulting from the negligent or wrongful acts or omission of the other party's employees or agents in the performance of this Agreement; and each party shall indemnify, defend, and save harmless the other party from any such damage or liability.

7.5.1 Notwithstanding anything contained in this section 7.0 (Indemnification) or stated elsewhere, County shall have no obligation or liability, including any obligation to indemnify or defend Contractor, its officers employees

or agents (Indemnified Parties), (a) for a failure to prevent any crime or tortious act, (b) for any injury, loss or damage caused directly or indirectly by a criminal or tortious act of a third party or (c) for any injury, loss or damage caused by any means whatsoever except as the result of a failure by County or any of County's employees to perform a duty specifically stated herein or required herein.

7.5.2 Contractor understands and agrees that the law enforcement services provided hereunder are inadequate to accomplish patrolling or law enforcement at any particular location more than a few times a day or less, or to prevent crime or wrongdoing from occurring at any particular place or time. Sheriff's Department shall have no obligation to patrol or provide law enforcement at any specific location at any particular time(s) except under a written schedule provided in advance by Contractor to Sheriff's Department.

7.5.3 Notwithstanding anything contained herein, County's obligations hereunder to Indemnified Parties shall be limited by any immunity or freedom from suit or liability provided by law, including but not limited to those stated in California Government Code sections 818.2 and 845, as if such immunity or legal provision were incorporated in full in this Agreement and made applicable to Indemnified Parties.

7.5.4 Any obligation by County to provide indemnity hereunder shall not arise until it has been finally determined by competent judicial authority that such indemnity is owed under the provisions of this article.

(Initials)

7.5.5 This indemnity shall survive termination of this Agreement and/or final payment thereunder.

7.6 If liability is imposed by reason of a dangerous physical condition of the property of the Contractor, the Contractor shall assume liability and defend and hold the County, its officers, employees and agents harmless from any action, loss, costs, or expenses caused by any physical condition of the Contractor's property and any negligent or wrongful act or omission of the Contractor's officers, agents and employees, in any way connected with such physical condition of the Contractor's property.

8.0 TERM OF CONTRACT

8.1 Unless sooner terminated as provided for herein, this Agreement shall be effective December 1, 2008 and shall remain in effect until November 30, 2013.

8.2 At the option of the County Board of Supervisors and with the consent of the Contractor, this Agreement may be renewable for successive periods of not to exceed five years each.

9.0 RIGHT OF TERMINATION

9.1 Notwithstanding any provisions in this Agreement to the contrary, the County may terminate this Agreement upon notice in writing to the Contractor of not less than one hundred twenty days (120) days prior thereto.

9.2 Notwithstanding any provision in this Agreement to the contrary, the Contractor may terminate this Agreement upon notice in writing to the County of not less than one hundred twenty days (120) days prior thereto.

10.0 GOVERNING LAW, JURISDICTION, AND VENUE

10.1 The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of California applicable to agreements made and to be performed within that state.

10.2 The Contractor agrees and consents to the exclusive jurisdiction of the courts of the state of California (except with respect to claims that are subject to exclusive federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

11.0 ENTIRE AGREEMENT

11.1 This writing embodies the whole of this Agreement. There are no oral or other agreements between the parties other than those expressed herein. No addition or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES AND
MAGIC MOUNTAIN LLC.

WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its authorized officer.

COUNTY OF LOS ANGELES

By_____
YVONNE B. BURKE
CHAIR, BOARD OF SUPERVISORS

ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By _____
DEPUTY

MAGIC MOUNTAIN LLC.

By_____ 11/1/08
WALTER HAWRYLAK
SENIOR VICE PRESIDENT ADMINISTRATION

APPROVED AS TO FORM:
Raymond G. Fortner Jr.
County Counsel

By Michele Jackson
~~Principal~~ Deputy County Counsel

SHERIFF'S DEPARTMENT
FISCAL YEAR 2008-09
MAGIC MOUNTAIN DEPUTIES

	Adj'd Annual Salary	Employee Benefits 51.131%	(1) Dept. Overhead 16.373%	(1) Countywide Overhead 2.259%	Total Annual Cost
Sergeant	107,568	55,001	17,612	2,430	182,611
Bonus I	87,012	44,490	14,246	1,966	147,714
Generalist	82,296	42,079	13,474	1,859	139,708

(1) Per the 2008-09 Aero Bureau Rates.

5/2/2008
I:\Sheriff\Miscellaneous\Magic Mountain Rates 2009

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

SUPPLEMENTAL LAW ENFORCEMENT SERVICES
Service Level Authorization

ORIGINAL

SIX FLAGS THEME PARKS, INC.

FISCAL YEAR: *2008-2009* EFFECTIVE DATE: *JULY 1, 2008*

CODE #	SERVICES	TOTAL SERVICE UNITS PURCHASED			CONTRACT LAW USE ONLY
		NEW	PREVIOUS	CHANGE	
	SHERIFF SERVICE UNIT				
353	SERGEANT	1.0000	1.0000	0.0000	
305	TEAM LEADER	0.0000	0.0000	0.0000	
310	DEPUTY SHERIFF	4.0000	4.0000	0.0000	

PLEASE COMPLETE PAGE 2.

HOURS OF SERVICE & ESTIMATED CHARGES

SIX FLAGS THEME PARKS, INC.

SERVICE UNITS	UNIT COST	TOTAL UNITS PURCHASED	TOTAL ESTIMATED UNIT COST	LIABILITY @ 3%	TOTAL COST WITH LIABILITY	YEARLY HOURS PER SERVICE UNIT	ANNUAL GOAL (HOURS)	ANNUAL GOAL (MINUTES)	PERSONNEL REQUIRED
SHERIFF SERVICE UNIT									
SERGEANT	182,611	1	182,611.00	N/A	182,611.00	1815	1,815	108,900	1.0000
TEAM LEADER	147,714	0	0.00	0.00	0.00	1815	0	0	0.0000
DEPUTY SHERIFF GENERALIST	139,708	4	558,832.00	16,764.96	575,596.96	1815	7,260	435,600	4.0000
ESTIMATED COST FOR SERVICE UNITS **			$741,443.00						
			LIABILITY @ 3% =	$16,764.96					
			TOTAL ESTIMATED COST		$758,207.96				

	HOURS	MINUTES	PERSONNEL
DEPUTY	7,260	435,600	4.0000
DEPUTY, B-1	0	0	0.0000
SERGEANT	1,815	108,900	1.0000
TOTALS	9,075	544,500	5.0000

** DOES NOT INCLUDE LIABILITY INSURANCE COSTS

REV: 4/03

REPORT PREPARED BY: Alsa Quiles DATE: 6/10/08

APPROVED BY: [signature] DATE: 06/05/08

STATION COMMANDER

SIX FLAGS INC. APPROVAL BY: Thomas F. Edgar DATE: 6/4/08

COMPANY OFFICIAL "I certify that I am authorized to make this change on behalf of SIX FLAGS THEME PARKS, INC."

SHERIFF'S DEPARTMENT LAW ENFORCEMENT SERVICES CONTRACT ANALYSIS

Name of Entity: **Six Flags Magic Mountain Theme Parks, Inc.**

Incorporated City Other Agency X

1. Description of Services to be provided: The Sheriff's Department is seeking approval to renew the current contract with Six Flags Theme Parks, Inc., a private entity located at 26101 Magic Mountain Parkway, Valencia, California, 91355 for supplemental law enforcement services. The 5 person Tourist Oriented Policing (TOP) Team will continue to provide a full-time on-site law enforcement presence to deter crime, enhance safety, and reduce the risk of terrorist activities.

2. Required Resources:

Personnel:	
Sergeant	1
Deputy	4
TOTAL PERSONNEL	**5**

IS AN APPROPRIATION ADJUSTMENT REQUIRED? YES NO X

3. Briefly describe the short and long-term sources of the staffing for the proposed new contract (e.g. overtime, new hires, transfers, etc.): No new additional staffing is currently required for the contract. This contract renewal will take effect December 1, 2008, and remain in force until November 30, 2013. The five contracted positions will continue to be staffed by existing personnel.

4. Briefly describe how the proposed contract and new staffing requirements will impact current unincorporated area services: Any vacancies in unincorporated area service positions will be filled on an overtime basis until they are filled with newly hired deputy personnel; therefore, the contract will not affect the unincorporated area services.

Department Contact: Captain Edward F. Rogner or Sgt. Elsa Avila **Phone:** 323 526-5737

APPROVAL SIGNATURES:

Wendy Watanabe by [signature] 10-8-08 [signature] 10-19-08

AUDITOR-CONTROLLER'S OFFICE **DATE** **CHIEF EXECUTIVE OFFICE** **DATE**