Town of Mammoth Lakes and Mono County
Whitmore Recreation Area Joint Operations and Maintenance Agreement

This Whitmore Recreation Area Joint Operations and Maintenance Agreement ("Agreement") is entered into on _____ ____, 2024 ("Effective Date"), by and between the Town of Mammoth Lakes, a municipal corporation, located at 437 Old Mammoth Road Suite 230, in Mammoth Lakes, California ("the Town"), and Mono County, California, a political subdivision of the State of California ("the County"). The Town and County are also referred to in this Agreement individually as a "Party" or collectively as the "Parties."

RECITALS

1. The Town and County entered in to a Second Amended Joint Powers Agreement (JPA) on April 16, 2003 providing for the management of: (a) Whitmore Animal Control Shelter, parking area, and adjoining area for animal use, operated by the County; and (b) the Whitmore Park facilities operated by the Town, which include a picnic area, restroom/maintenance building, concession stand, baseball field, two softball fields, a nine lane running track, soccer/football turf sports field, large parking lot, irrigation pump room, 25m swimming pool, small wading pool, pool support building (pump room, offices and changing rooms), smaller pump room and small storage building and parking lot ("Park Facilities"). The Whitmore Animal Control Shelter and the Park Facilities collectively comprise the "the Whitmore Facilities" and are located adjacent to Benton Crossing Road (575 Benton Crossing Road) and near its intersection with U.S. Highway 395.

2. The Parties have not operated under the formal terms of the existing Joint Powers Authority (JPA) for at least the previous ten (10) years and wish to enter into this Agreement to supersede the JPA and better reflect the respective obligations of the Parties.

3. The Whitmore Facilities are located on lands owned by the Los Angeles Department of Water and Power ("LADWP"), which has leased the lands to the Town for public "recreation uses" as per two separate Business Leases. Business Lease No. 1423 is for a term of 30 years and is set to expire on February 28, 2042. LADWP Business Lease No. 1093 incorporates the use of the Whitmore Pool that expired.

4. The Town is pursuing a new, expanded 50-year lease agreement with LADWP for the existing Whitmore Facilities that would incorporate Business Lease No. 1423 and Business Lease No. 1093 into a new master lease. The current site is comprised of approximately 36.99 acres. The expansion area is approximately 75.76 acres for a total of 112.75 acres for existing and future park related facilities including the Mono County Animal Control Shelter. Attachment A includes a map of the existing and proposed lease areas, and the Parties agree to pursue a single lease agreement with LADWP for all uses at the Whitmore Facilities.

5. The Town has continued to invest substantial resources in the maintenance of the Park Facilities and in new and/or replacement of capital improvements to the Whitmore Facilities to the benefit of the Town and County residents and visitors.

6. The County has continued to maintain and operate the Animal Control Shelter to the benefit of the County and Town residents and visitors.

7. The Town and County have continued to share limited net costs for the operation of the Whitmore Facilities.

8. The Town and County desire to continue to provide current and future services including additional capital investments located on the leased property occupied by the Whitmore Facilities.

9. The parties agree that this Agreement is the appropriate mechanism to continue to provide services to County and Town residents and the broader region in a cost-effective manner, reflective of current operations and regular maintenance and the sharing of the net costs of the Whitmore Facilities as provided for in this Agreement.

10. Each party may continue to individually or in cooperation with each other construct new capital public facilities or infrastructure and to provide for major maintence of facilities.

11. The Parties agree that this new Agreement will govern the capital investments, operations, and management of public services provided through current and future Whitmore Facilities and will replace and supersede the Second Amended Joint Powers Agreement between the Parties.

TERMS AND CONDITIONS

Section 1: **Purpose.** The purpose of this agreement is to enable the parties to effectively operate and maintain current and future facilities located at the Whitmore Facilities and to work together on any mutually acceptable operations, programming and modifications, additions, or improvements and to define separate and shared funding responsibilities.

Section 2: **Term.** The term of this Agreement shall commence on the date this Agreement has been executed by both Parties and shall remain in effect for the duration of the land lease(s) with LADWP for the Whitmore Facilities, as it/they may be extended from time to time, unless terminated as provided for herein. For avoidance of doubt, this Agreement shall remain in effect with respect to such portion of the Whitmore Facilities as to which an LADWP lease remains in effect, and shall terminate only as to such portion of the Whitmore Facilities as to which the relevant LADWP lease has expired or been terminated.

Section 3: **Termination**. Either Party may terminate this Agreement by providing written notice of termination to the other Party not less than 90 days in advance of the effective date of termination, provided that neither party may abandon any portion of the Whitmore Facilities without first: (a) either completing the removal of the improvements in the area to be abandoned or the transfer of ownership and responsibility for the operation and maintenance of such facilities to another public entity with the consent of LADWP; and (b) completing any site remediation required by LADWP. The transfer of assets and/or remediation to be completed or secured prior to termination.

Section 4: **Capital Improvements by the Town.** Upon written consent and approval of the construction plans by LADWP, including any other site alterations and improvements as specified by LADWP, the Town may construct new recreational amenities and improve existing facilities at the Park Facilities, which may include but not be limited to: playing fields, parking, picnic amenities, playgrounds, trails, paved access, shelters, bleachers, support facilities, restrooms, changing rooms, multi-use buildings, storage facilities, fencing, and other related recreational facilities, replacement of current facilities, turf play and multi-purpose areas, lighting, and safety improvements. All work shall be done in accordance with applicable federal, state and local laws and regulations.

Section 5: **Capital Improvements by the County.** Upon written consent and approval of the construction plans by LADWP, including any other site alterations and improvements as specified by LADWP the County may construct new facilities at the Animal Control Shelter, provide additions to the Animal Control Shelter, parking, dog play areas, fencing, and other amenities to support Animal Control operations or additional related public facilities for recreational purposes or animal control services. All work shall be done in accordance with applicable federal, state, and local laws and regulations.

Section 6. **Cooperative Capital Projects and Funding**. The parties may engage in cooperative capital improvement projects as permitted by LADWP to the benefit of the Town and County in providing public services. The Parties may jointly or separately pursue grant funding to assist with facility development. Unless the Parties enter into an agreement to construct a specific project as a cooperatively funded project, the Party initiating a project is responsible for the cost of planning, design, development, and construction of the project.

Section 7. **Environmental Review and Compliance with Applicable Law.** The Parties shall conduct environmental review of any activities they respectively undertake, including without limitation construction and operation of facilities, to the extent required by the California Environmental Quality Act ("CEQA") and in compliance with any LADWP lease terms and requirements.

Section 8. **Utility Services and Snow Removal.**

A. The Town shall be solely responsible for arranging for and paying for utility service and snow removal service on the leased site to be provided to the Park Facilities and any additional Facilities constructed pursuant to Section 4, and for paying water use fees charged by LADWP.

B. The County shall be solely responsible for arranging for and paying for utility service and snow removal service on the leased site to be provided to the Animal Control Shelter and any additional Facilities constructed pursuant to Section 5, excluding water use fees charged by LADWP.

C. The parties may agree to cooperatively arrange for and pay for snow removal services on a case-by-case basis based on the effective use of the Parties' respective resources.

Section 9. Operating and Maintenance Shared Expenses.

A. Annual maintenance and operating expenses (referred to as "operating costs") for the Park Facilities include, but are not limited to salaries, temporary wages, employee benefits and expenses, maintenance and recreation supplies, garage vehicle services, contractual services, memberships and dues, training and education, advertising and legal notices, printing and reproductions, parks, pool, grounds and building maintenance, facility lease, taxes and fees, replacement costs of computer hardware and machinery and equipment. The Town shall make the payments for all maintenance and operating costs and the County shall reimburse the Town for no less than fifty percent (50%) of actual net costs (minus Park Facility revenues) within forty-five (45) days from receipt of the annual invoice from the Town. The base year for allocation of shared costs is Fiscal Year 2023-24 with a maximum amount of $178,000 for the base year. The County shall not be responsible for increases of more than five percent (5%) in any subsequent year without additional justification and written approval by Mono County. The Town will invoice the County annually at the close of the fiscal year for the County's fifty percent (50%) share of annual operating and maintenance costs minus Park Facility revenues as outlined herein.

B. In lieu of the allocation of costs for public utilities and capital costs for new or enhanced Park Facilities, the County will provide for all the operational and maintenance costs of the Mono County Animal Control Shelter.

Section 10. Town as Lead Agency and Coordination with Mono County.

A. As the primary lease holder and operator of the majority of the Whitmore Facilities, the Town will be the lead agency regarding the overall operations and maintenance and future investments and coordination with LADWP. The County will control the Animal Control Shelter operations and any expansion as well be the lead agency for CEQA or other work on the sites depicted in Attachment A that falls under local government authority as the sites are located outside of the Town of Mammoth Lakes.

B. Town shall have the right to operate the Park Facilities and will be the lead agency for management of the Park Facilities and shall operate the Park Facilities for the purposes for which they were constructed, and for reasonably similar recreation purposes. The Town Parks and Recreation Director or designee shall notify the Mono County Public Works Director or designee of any new use or change to an existing use of the Park Facilities.

C. The hours of operation of the Park Facilities and the terms and conditions of their use by the public shall be determined by the Town.

D. Town shall provide regular maintenance and on-going repairs to the Park Facilities in order to keep them in a satisfactory condition for use by the public.

E. Levels of maintenance and staffing will be determined by the Town and the annual operating plan for the Park Facilities shall be presented by to the Mono County Public Works Director or designee for review by May 1st of each year, if so requested by the

County. Adjustments to the plan and joint approval shall occur prior to May 31st of each year.

F. The Town Parks and Recreation Director or designee and the Mono County Public Works Director or designee shall meet upon request on an annual basis to discuss the overall operations of the Park Facilities, discuss planned maintenance or proposed improvements to the Park Facilities.

G. The Town Parks and Recreation Director or designee shall provide an annual written Park Facilities report by October 1st of each year to the Mono County Public Works Director or designee, if so, requested by the County. The report shall include reservations for the Park Facilities, uses of the Park Facilities, revenue received from Park Facilities operations and the annual operating costs incurred by the Town maintaining the Park Facilities.

Section 11. Insurance. The Town and the County shall each maintain such coverage as they determine is appropriate with respect to their obligations hereunder, which may be provided through participation in a joint powers self-insurance pool. Upon request of either Party, the other Party shall provide evidence of such coverage.

Section 12. Indemnification. Neither the Town nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the County under or in connection with any work, authority or jurisdiction delegated to the County under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the County shall fully defend, indemnify and save harmless the Town, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the County under or in connection with any work, activity or jurisdiction delegated to the County under this Agreement.

Neither the County nor any officer, employee or volunteer thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Town under or in connection with any work, activity or jurisdiction delegated to the Town under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, the Town shall fully defend, indemnify and save harmless the County, its officers, employees and volunteers from all claims, suits, or actions of every nature, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by the Town under or in connection with any work, authority or jurisdiction delegated to the Town under this Agreement.

Section 13 Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt requested, and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice or (ii) if mailed, three (3) business days after the date of posting by the United States post office.

To the Town:	Town of Mammoth Lakes P.O. Box 1609 Mammoth Lakes, CA 93546 Attn: Town Manager
To the County	Mono County P.O. Box 511 Bridgeport, CA 93517 Attn: County Administrative Officer

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept, or the inability to deliver because of changed address of which no notice was given, shall be deemed to constitute receipt of the notice, demand, request, or communication sent.

Section 14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute the same instrument.

Section 15. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

Section 16. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto.

Section 17. Amendments. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

Section 18. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action to interpret or enforce this Agreement shall be brought and maintained exclusively in the Mono County Superior Court.

Section 19. Authority to Execute Agreement. The County and the Town warrant that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each Party for whom they sign to perform as provided herein.

Section 20. Incorporation of Recitals and Exhibits. All of the Recitals and Exhibits to this Agreement are incorporated by reference as though fully set forth in this Agreement.

Section 21. Entire Agreement. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the Town and County as to its subject matter. No subsequent agreement, representation, or promise made by either Party, or by or to any employees, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Parties to be bound thereby.

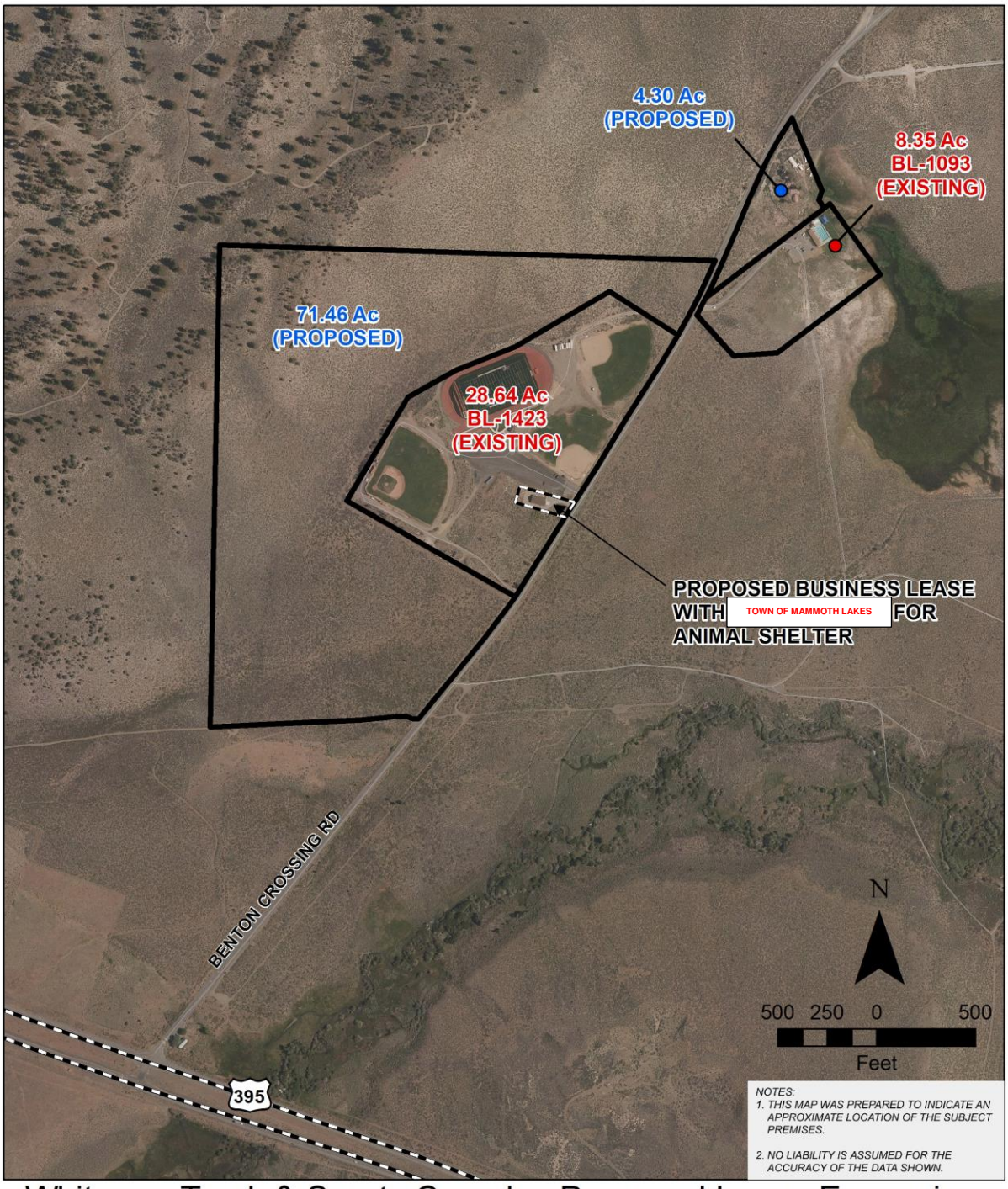
IN WITNESS WHEREOF, the Parties executed this Agreement to be effective on the Effective Date.

TOWN Town of Mammoth Lakes, a municipal corporation	COUNTY Mono County, a political subdivision of the State of California
By:_____	By:_____
Name: _____	Name: _____
Title: Town Manager	Title: _____
Date:_____	Date: _____

Approved as to Form:

_____ Andrew Morris Town Attorney	_____ Stacey Simon County Counsel

EXHIBIT A
Map of Whitmore Recreation Area



Whitmore Track & Sports Complex Proposed Lease Expansion

Existing Business Lease Acreage:	36.99 Ac	(28.64 Ac + 8.35 Ac)
Proposed Expansion:	75.76 Ac	(71.46 Ac + 4.30 Ac)
Proposed Total:	112.75 Ac	

11-2021, TGL