



MEMORANDUM

Agenda Item #: 3
 Meeting Date: 5/8/13

TO: MEMBERS OF THE TRAFFIC AND SAFETY COMMITTEE

FROM: ALLAN RIGG, PUBLIC WORKS DIRECTOR *A*

SUBJECT: REVIEW OF PARKING RESTRICTIONS, SIGNAGE, AND POTENTIAL TURNAROUND ON LOWER PASEO DEL SOL

DATE: MAY 8, 2013

Background

The Parklands Committee and the City Council recently reviewed trails in the City and potential enhancements to the trails. One trail that was focused on was the “Backbone Trail”, which is an existing trail that begins near Apsley Road and Palos Verdes Drive West in Lunada Bay, travels up and over Bluff Cove and onto the Paseo Del Sol Fire Road, along the westerly edge of the Golf Course, and ends at the easterly end of Via Tejon. During the review of this trail there was significant testimony from residents who live at the ends of and along the trail regarding a variety of problems already experienced due to the use of the trail. These included:

- Excessive parking on Via Tejon and Paseo Del Sol
- Privacy impacts along the trail, including rear yards on Via Elevado and lower Paseo Del Sol
- Security issues due to increased access
- Illegal activities such as drug use and drinking in the parklands, especially at the ends of Via Tejon and lower Paseo Del Sol
- Liability for the City
- Trash along the trails
- Issues with dog walkers and bicyclists

The issues raised by the public were very insightful to staff and though Council declined to take action to improve the trail, staff was directed to work with the Parklands Committee to identify mitigating measures including a “Trails Policy.” In consideration of the issues raised, we may be able to reduce many of the impacts for the residents who live along lower Paseo Del Sol, as well as those who live along Via Tejon East of Malaga Lane, with parking restrictions, signage, and a vehicular turnaround.

Analysis

Parking on lower Paseo Del Sol is currently prohibited on the south side at all times and prohibited on the north side from 9 pm until 5 am each day. The residents of the street all have hang tags that exempt their cars and their guests' cars from the night time restrictions on the north side. The night restrictions were put into place to reduce the illegal activities that have taken place numerous times on the fire road and at the end of the street.

An additional challenge on this street is the lack of an area on the street for vehicles to turn around. Many vehicles currently use the driveway of the home at 2035 Paseo Del Sol, which is a significant inconvenience to the resident due to trash being left, staining of the driveway, noise, and lights shining into the home. Due to these concerns a turnaround at the end of the street was designed in year 2002. It is technically called a "hammerhead" and was designed to be located a short distance, 40 feet, past the existing gate. The location was picked as the width of the road and the gentler slope of the hill above the roadway would result in lower walls and a lower project cost. The project was put out to bid and the low bid came in at \$58,847. The estimated/budgeted cost of the construction was significantly lower at \$27,071. Due to a lack of funding the project was not pursued. There were also concerns that the turnaround area could become an attractive nuisance and would attract additional people and vehicles to the end of the street. If the Committee wanted the Council to potentially fund this project, a budget issue paper would be prepared and reviewed by the Council in order to fund the project.

Please note Paseo Del Sol is unique in the City due to the lack of a proper vehicular turnaround, and it may be appropriate to eliminate any parking on the street, with the exception of the residents of the street and their guests. We could simply change the signs on the north side of the street to prohibit parking at any time, and the residents could use their existing hang tags to exempt themselves and their guests from the restriction. This would keep many vehicles off the street and eliminate the issues of turning around at the end of the street. We could advertise the fact that there is no non-resident parking on the street with signage at Via Del Monte stating "Resident Parking Only" or a variation of this.

We could also add signage at the end of the street indicating current sections of the Municipal Code that would be relevant for people using the parklands, such as:

- All Pets Must Be On a Leash
- No Littering
- Neighborhood Watch

Currently we have signage at the end of the street indicating No Smoking and Emergency Vehicles Only.

Alternatives Available to the Traffic Safety Committee

The following alternatives are available to the Traffic Safety Committee:

1. Revise parking restrictions on lower Paseo Del Sol to prohibit parking at all times, with the exception of residents and their guests on the north side of the street.
2. Direct staff to submit a budget issue paper to the City Council to fund the construction of a hammer-head as previously designed.
3. Direct staff to pursue different, combined, modified alternatives.
4. Decline to act.

Recommendation from Staff

This is a matter of Committee discretion.

Staff Report Prepared by:



Allan Rigg, Public Works Director

JOHN W. CLARK
2035 PASEO DEL SOL
PALOS VERDES ESTATES, CALIFORNIA 90274

May 1, 2013

City of Palos Verdes Estates
Attn: Traffic and Safety Committee
Subject: Traffic and parking issues on lower Paseo Del Sol

Committee Members,

In an effort to bring each of you current prior to the scheduled May 8th meeting I am taking the liberty of enclosing files which contain correspondence as well as other related data that directly correlates to the Safety, Security and Privacy concerns of all the homeowners living on lower Paseo del Sol.

In summary we respectfully ask that the City of Palos Verdes Estates make substantial improvements in daytime parking, closing the fire road at night, installation of cameras, police surveillance and consideration of our petition for a much needed turnaround for the street. We appreciate your help in resolving our dilemma.

Very truly yours


John Clark

c.c Mr. Dan Dreiling, interim City Manager
Mr. Allan Rigg, Director of Public Works and Planning ✓

Attachments:

- Parkland file
- Signage file
- Turnaround file

John and Mary Clark
2035 Paseo Del Sol
Palos Verdes Estates, CA 90274

January 14, 2013

City of Palos Verdes Estates
Att: Parkland Committee

We wish to express our concern regarding the proposal by the City of Palos Verdes Estates to introduce and promote the use of some long forgotten trails that are intruding on the peace and quiet and more importantly the safety and security of the homes on lower Paseo del Sol as well as other neighborhoods in the City.

We have lived at the very end of lower Paseo Del Sol at the fire road entrance for thirty seven years. For many years we have experienced well behaved bikers, hikers and walkers, but the last three to five years we have had a major influx of people from out of the area parking their cars on our street and using the fire road. These visitors are using Paseo del Sol and the fire road not only for hiking, but in many cases as their personal dumping ground for furniture, liquor bottles, beer cans, bags of food, all matter of trash including drug paraphernalia and condoms. Further evidence of this disturbing behavior can be readily seen by the ever increasing volume of gang graffiti on the fire road which is painted over by the City on a regular basis. To discourage this gang and drug activity a petition was recently signed by all the residents of our street. As a result the City has installed signs prohibiting parking from 9:00PM to 5:00AM on the side of the street with homes. The other side, because of the narrow nature of the street has "no parking" at anytime.

Further evidence of our safety concern are the attached articles published in the Wall Street Journal and the Daily Breeze which reported the gradual release of potentially thousands of low level inmates from our jails in the coming months. California saw a year over year increase of 4.5% in property crime in the fourth quarter of 2011. Figures for 2012 will not be released until late 2013.

We have recently learned that our street is now being considered as a designated "link" between an existing trail from Lanada Bay and the Paseo Del Sol fire Road. This will significantly increase the volume of people, traffic and parking on a street that has limited parking for homeowners and guests and currently no "turn around" for cars, trucks or fire equipment.

Perhaps most disturbing of all is the attached web site article "Nobody Hikes in .LA." which advertises for all to see that the Paseo Del Sol fire road is high on the list of popular hiking trails in Southern California. This web-site provides specific directions from the 405 freeway even pointing out which side of Paseo del Sol to park on. For all intent and purposes our street is becoming a public parking

lot. Should a fire occur in the adjacent parkland, the narrow access and parked cars will seriously impede the ability for fire equipment to enter the fire road.

In addition to the aforementioned the City has now established a trail on a seldom used, mostly hidden path, located within ten to thirty-five feet from the east side of our property. We have always been under the impression that this path was created by the telephone company to service their overhead lines. Several weeks ago in conjunction with a fire abatement program the City cleared and considerably widened this path, creating a trail now visible to all from the fire road. Indigenous trees and plants were removed which up to that time had provided a natural screen for privacy and safety of adjacent homes. There is no question the fire abatement program is essential to our well being however we feel the security we once enjoyed has been seriously compromised. To further complicate our dilemma this new trail now links Paseo del Sol to Via Somonte and then connects with an existing trail that exits on to Via Del Monte. The attached article recently published in the Daily Breeze illustrates the difficulty our Police could have pursuing and apprehending suspects due to the Cities topography, consisting of canyons, brush and the trail system.

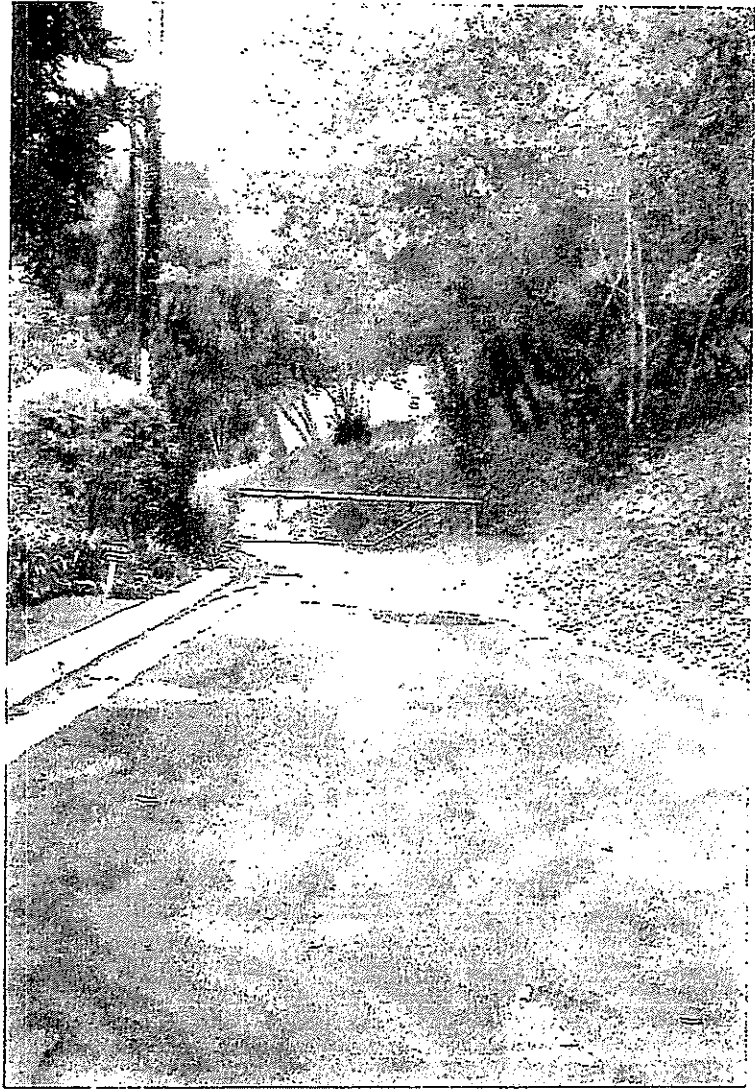
We live in a world where parents will not allow their children to walk to school and yet we are inviting "anyone from anywhere" to look into our backyards and through our windows from trails recently cleared weaving throughout our community. We're even providing maps and guide books. In our opinion this is not the time to encourage more foot traffic on these "backyard trails" in a City that has been known for peaceful neighborhoods, and a safe environment in which to raise families and send children to school. As the famous line from the movie "field of dreams" said "build it and they will come." With them will come their cars, and with many their trash, and maybe with a few there will be unintended consequences, all because of a beautiful idea built on a "trail of good intentions". It saddens me to have to say, this is an ill-conceived proposal for times we are living in.

We chose the City of Palos Verdes Estates as a friendly city with beautiful views and a place in which the city puts the well being of its citizens first. It is one thing to groom trails in secluded wooded and open bluff areas on the Hill, but it is quite another to create trails which may have an impact on the security and safety of its citizens. For the reasons previously stated we strongly oppose any designation of lower Paseo del Sol as an official link in the trail system. We also respectfully request that the recently cleared path on the east side of our property be allowed to return to its natural state to discourage access behind our home and others. The City is in the process of securing and planting two trees in the parkland which eventually may help provide some privacy and security we once enjoyed, and for this we are most grateful.

Sincerely,

John and Mary Clark

4 - attachments





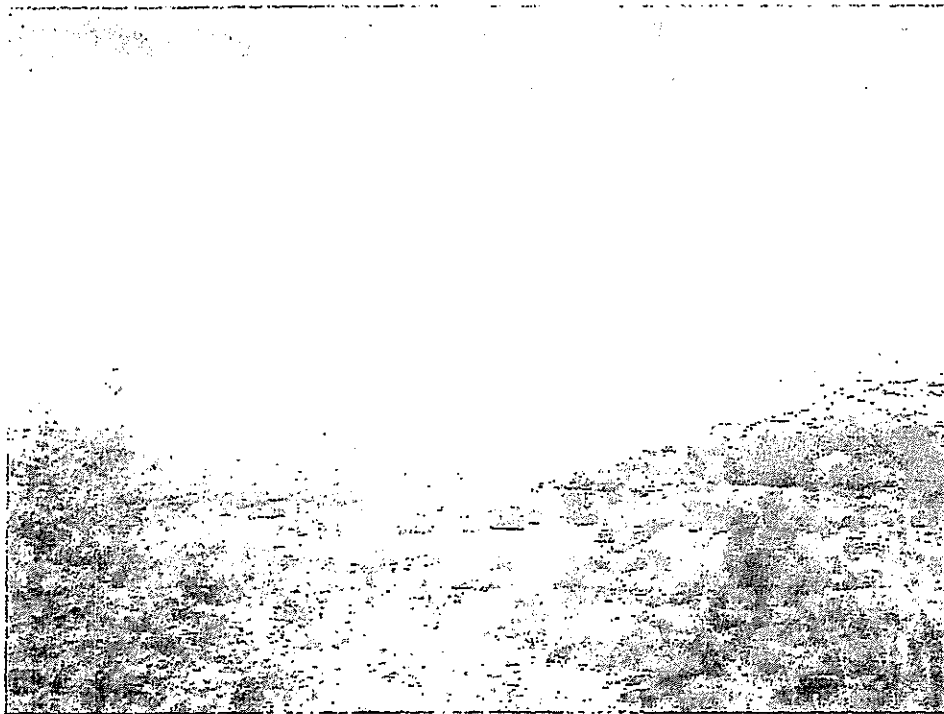
Nobody Hikes in L.A.

There's more to So Cal than theme parks.
Posted by: **dlockeretz** | March 9, 2011

Paseo Del Sol Fire Road to Via Campesina (Palos Verdes Estates)

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(<http://nobodyhikesinla.files.wordpress.com/2011/03/hiking-2011-3-082.jpg>)

Santa Monica Bay from the Paseo Del Sol fire road



(<http://nobodyhikesinla.files.wordpress.com/2011/03/hiking-2011-3-101.jpg>)
Willow tree near the Palos Verdes golf course

Text and photography copyright 2011 by David W. Lockeretz, all rights reserved. Information and opinions provided are kept current to the best of the author's ability. All readers hike at their own risk, and should be aware of the possible dangers of hiking, walking and other outdoor activities. The author does not take any responsibility for injuries sustained during hikes or walks on the routes described here. Check the informational links provided for up to date trail condition information.

Paseo Del Sol Fire Road to Via Campesina

- Location (<http://mapq.st/h6G4rp>): End of the Paseo Del Sol fire road in Palos Verdes Estates. From I-405, take the Hawthorne Blvd. exit and head south for 7 miles. Take a right on Palos Verdes Drive North, go 0.4 miles and turn left on Silver Spur. Go 0.7 miles and turn right on Montemalaga Drive. Go a mile (Montemalaga becomes Granvia Altimara) and turn right on Via Del Monte. Go 0.7 miles and take a hard right onto Paseo Del Sol. Park at the end of the road (left side of the street only) and pick up the trail at the dead end. From I-110, take the Pacific Coast Highway exit, go west for 3.1 miles and turn left on Crenshaw. Go 1.3 miles and turn right on Palos Verdes Drive North, and drive 0.9 miles to Silver Spur.
- Agency: City of Palos Verdes Estates
- Distance: 2 miles
- Elevation gain: 400 feet
- Difficulty Rating: PG
- Suggested time: 1 hour
- Best season: Year-round
- USGS topo map: Redondo Beach
- More information: Outdoor Guide to the Palos Verdes Peninsula
(<http://www.amazon.com/gp/product/0932653863?ie=UTF8&tag=wwwnobodyhike-20&linkCode=as2&camp=1789&creative=9325&creativeASIN=0932653863>)
- Rating: 5

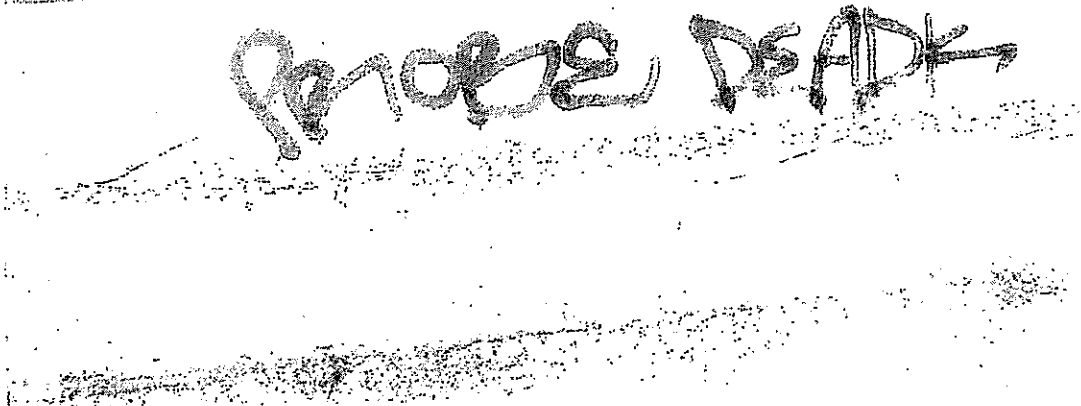
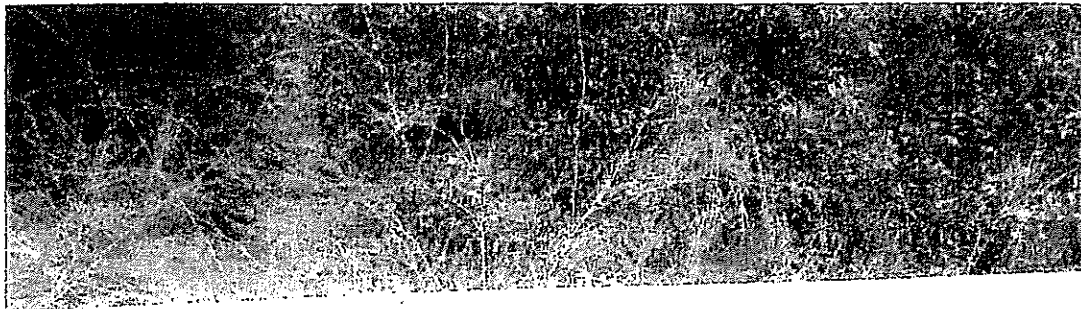
This is an interesting hike that offers both great ocean views and a short but rugged stretch through a secluded canyon. The destination is a huge willow tree that makes a perfect spot for a picnic, although the trail does continue around the edge of the Palos Verdes Golf Course, so it's easy to make longer hike out of it.

From the end of Paseo Del Sol, pass the gate and follow a concrete path. The trail is similar to the Aliso Summit Trail in south Orange County in that it is not much of a wilderness route, but it offers great ocean and mountain views. On clear days, you can see both the Santa Monica and San Gabriel ranges, and everything in between from this road.

After 3/4 of a mile, the paved trail ends at Via Campesina. Look for a single-track that branches off to the left, heading under a bridge. The trail is rough in places, but easy to follow. Some of the terrain may be a little tricky, especially following rains, so be careful. In about a quarter of a mile, you arrive at a clearing where you can sit on a the ground-level branches of an enormous willow tree.

This makes a nice turn-around spot, as you have already taken in the most interesting scenery and best views, but if you want to continue, the trail leaves the canyon, crosses two footbridges and climbs a hill. From here, you can take a left and follow the trail to the end of Via Tejon near Palos Verdes Estates, or go uphill, take a right and end up at the golf course.

FIRE ROAD GRAFFITI



California Law Blamed for Crime Rise

By VAUGHN VERA

SANTA ROSA, Calif.—Property crime has been rising in California, and some law-enforcement officials blame the state's October 2011 sentencing overhaul that has kept thousands of low-level criminals out of prison.

California saw a year-over-year increase of 4.5% in property crime in the fourth quarter of 2011, immediately after the overhaul, marking the first rise since 2004, according to a report from the state attorney general this fall. In contrast, property crime, which includes burglary, auto theft and larceny, fell 2.4% in the nine months before the sentencing changes stemming from a U.S. Supreme Court decision.

While the attorney general doesn't release 2012 data until late this year, localities ranging in size from Sacramento to Santa Rosa in Sonoma County saw property crimes rise last year. The Federal Bureau of Investigation, which hasn't reported 2012 crime data, says property crimes fell 0.5% nationally in 2011 from a year earlier.

Democratic Gov. Jerry Brown signed the overhaul into law in 2011 to ease state-prison crowding. The law put low-level criminals in the custody of county sheriffs instead of state prisons. Many counties have chosen not to lock up some of those criminals at all, or to lock them up for shorter periods, instead monitoring them with electronic ankle bracelets, meetings with probation officers or home detention.

Known as realignment, the changes are "causing more of these people to be out in society rather than locked up," said Santa Rosa Police Sgt. Michael Lazzarini, and that could be a "pretty good reason" for the rise in property crimes.

Santa Rosa saw property crime rise 5% last year through November to 3,568 crimes, while violent crimes declined 7% to 585 crimes. Sgt. Lazzarini, the head of the property-crimes-investigation team, said detectives have been stretched thin since the new state law, which he neither supported nor opposed. He said he has struggled to decide which crimes to investigate.

There aren't enough data yet back up Sgt. Lazzarini's hunch on a statewide basis. Gil Duran, a spokesman for Mr. Brown, said it

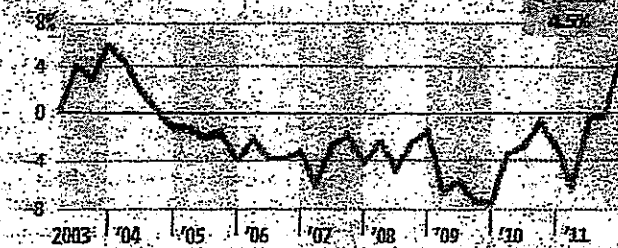


Santa Rosa police Sgt. Eric R. Litchfield on patrol in December.

Police Blotter

In October 2011, California decided to relieve its overcrowded penal system by sending some low-level criminals into the custody of local sheriffs instead of into state prisons. The next quarter, the most recent for which numbers are available, marked the first rise in property crimes since 2004.

California property crimes, change from a year earlier, quarterly data.



Source: California Department of Justice

The Wall Street Journal

is impossible to make claims about the reason for the crime increase with limited data. "Any respectable criminologist will tell you that [they] don't determine overall trends in a year or two," he said in an email. "Attempts to tie any increases to realignment are purely political."

But local numbers and anecdotal evidence have convinced some leaders in the law-enforcement community.

"Our members do believe that the increase that they are seeing in property crime has some relationship to the change in how offenders are either supervised or are present in their communities

as a result of public-safety realignment," said Scott Seaman, president of the California Police Chiefs Association.

Mr. Seaman, police chief in Los Gatos, added: "We acknowledge that additional study must be done to better determine what that linkage is." The association supported realignment "in principle" but worries that police haven't been given enough funding to handle the increased workload, he said.

Realignment was an answer to a U.S. Supreme Court ruling in 2011 that California state-prison overcrowding constituted "cruel and unusual punishment" that

allowed the state to avoid building costly new prisons. The law didn't free existing prisoners but steered newly convicted low-level criminals to counties.

The change helped shrink the statewide prison population 10% to 132,941 in December 2012 from a year earlier and has attracted some plaudits from criminal-justice experts who say that rehabilitating low-level criminals in communities is more effective than prison in preventing new offenses.

Joan Petersilia, co-director of the Stanford Criminal Justice Center, a nonpartisan think tank at Stanford University, said it would be difficult to prove a link with higher property crime so soon after the overhaul. But the police chiefs "may well turn out to be right," she added.

Ms. Petersilia and other scholars and law-enforcement officials also say there could be other reasons for any crime increase, such as police staffing shortages or economic woes. They also say incarceration can be worse at deterring some low-level crimes than methods like electronic monitoring paired with drug and mental-health treatment.

Police chiefs like Ed Medrano of Gardena, Calif., express frustration that there aren't enough data to examine the reasons for the property-crime increase.

"How can we directly attribute this to realignment?" he said. "The reality is that we can't at this point. This was implemented too fast, and there was no mechanism for monitoring the progress of realignment."

Sacramento Police Chief Rick Brazier said property crime is up in his city, and he believes that could be due partly to realignment. "Is it the lack of cops, is it realignment, or is it a combination of factors?" he said. "I think it's the latter." Mr. Brazier, who is president of the California Peace Officers' Association, added that he warns members to be "real cautious" in drawing conclusions about realignment and crime this soon.

Dean Hippo, district attorney in Monterey County, said he saw an upswing in overall property crime in 2012 in his county. "Is it due to realignment?" he said. "I don't think anyone can say with any certainty at all—but there is some circumstantial evidence."

U.S. J. 1-3-13

FRIDAY, APRIL 20, 2013

CALIFORNIA

Dangerous wildfire season predicted

By Robert Jablon
The Associated Press

Californians can expect a dangerous summer wildfire season due to a dry winter that has left the normally green hills of spring parched and tinder dry, authorities warned.

State fire crews have responded to more than 680 wildfires since the beginning of the year — some 200 more than average for the period. They included several 300- and 400-acre blazes around the state.

Local fire crews also have been busy. Last weekend, a fire in the foothills above Monrovia, northeast of Los Angeles, prompted the evacuation of about 200 homes.

A wind-whipped, 170-acre wildfire earlier this month burned two houses and threatened 160 others in rural Ventura County before.

Last week, the state De-

partment of Forestry and Fire Protection increased staffing in Southern California and moved air tankers to bases in preparation for what promises to be one of the driest years on record, according to a statement released Wednesday.

The Angeles National Forest, which covers more than 1,000 square miles north of Los Angeles, planned to raise its fire danger level from moderate to high on Friday and to bring in dozens of seasonal firefighters early Sunday.

Lack of rain has left chaparral and brush as dry now as they usually get in June, said forest fire information officer Nathan Judy. It would take a storm dumping 2½ inches of rain to reduce that danger — and that is unlikely, he said.

"We're coming into the summer and we're not going to get a whole lot of rain, we know that," he said.

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LASD - Lomita Station, Los Angeles County Sheriff

Friday April 26th, 2013 :: 05:16 p.m. PDT

Forward

Advisory

Four Residential Burglary Suspects Caught by Deputies in Rancho Palos Verdes.

More Messages

[See more messages from Lomita, California »](#)

On April 26th, 2013, Lomita Station deputies responded to the 27000 block of Whitestone Drive in Rancho Palos Verdes regarding suspicious activity in the area.

Navigate & Discover

Enter a town, zip code or address

Deputies arrived on scene and observed a suspicious vehicle with three occupants parked on Whitestone Drive. While contacting the occupants, a female matching the description of the person in the call walked to the vehicle from alongside a residence. Deputies inspected the residence and found indications that an illegal entry into the home was attempted. During their investigation, deputies also discovered narcotics, burglary tools, and stolen property in the suspects' vehicle. The four suspects were arrested and booked at Lomita Station on suspicion of burglary, possession of burglary tools, receiving stolen property, and possession of a controlled substance.

Due to the ongoing investigation, the identity of the suspects will not be released at this time.

Lomita Station detectives are actively seeking additional crimes committed by this group of individuals. They are also advising all residents to be vigilant and report any suspicious activity in their neighborhood by contacting Lomita Sheriff's Station or their local law enforcement agency.

If you wish to remain Anonymous, call "LA Crime Stoppers" by dialing 800-222-TIPS (8477), texting the letters TIPLA plus your tip to CRIMES (274637), or using the website <http://lacrimestoppers.org>

Address/Location
LASD - Lomita Station, Los Angeles County Sheriff
26123 S. Narbonne Ave
Lomita, CA 90717

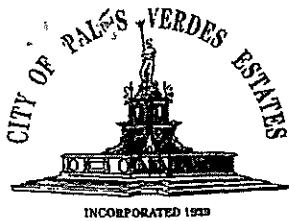
Contact
Emergency: 9-1-1
Non-emergencies: 310-539-1681

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CALIFORNIA

CITY OF - SIGNAGE FILE #.#7.

Palos Verdes Estates

October 25, 2012

Dear Resident of Lower Paseo Del Sol,

We have received your request regarding the parking issues on your street and will be implementing a new program to address your concerns. The intent of the program is to eliminate parking during the night by people who come to the area to use the Fire Road for illicit purposes.

Our crews will be soon installing "No Parking" signs on the north side of your street, the side on which the homes are located. The timing of the restrictions will be 9 pm until 5 am, which is consistent with the timing of night time restrictions in other areas of the City where we have had similar issues.

In order to accommodate the cars of the residents and their guests which may need to be parked on the street during the restricted hours, we will provide each residence with three Temporary Parking Permit hangtags which can be hung from your rear view mirror. The Police Department will not ticket cars with the permit displayed during the restricted hours. If you have an event that will result in more than three cars on the street during the restricted hours, please call the Police Department at (310) 378-4211 and they will not ticket cars on the street during the event. The number of hangtags and the system for alerting the Police Department is the same as our other permit programs in the City, such as that around the High School, and has proven to be very successful. Please note that you do not need to fill in a date on the tag for it to be valid, and you can use these indefinitely.

Mr. John Clark has volunteered to distribute the hangtags, and we thank him for this and for his efforts in leading the residents of Paseo Del Sol in trying resolve this issue.

If you have any questions, please call me at (310) 378-0383.

Sincerely,

Allan Rigg, AICP, PE
Director of Planning and Public Works

cc: Judy Smith, City Manager

JOHN W. CLARK
2035 PASEO DEL SOL
PALOS VERDES ESTATES, CALIFORNIA 90274

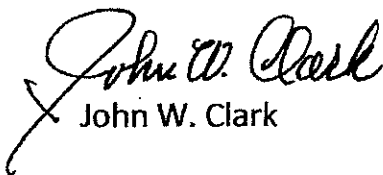
September 20, 2012

City of Palos Verdes Estates
Attn: Judy Smith, City Manager

Dear Judy,

Attached is the petition from the owners of property located on lower Paseo Del Sol and which reflects their concerns of fire and safety as outlined in the letter enclosed. (not attached)

Very Truly Yours,


John W. Clark

#7.
#12.

-TURNAROUND + UCE

JOHN W. CLARK
2035 PASEO DEL SOL
PALOS VERDES ESTATES, CALIFORNIA 90274

March 11, 2013

Dear Mayor Bird, City of Palos Verdes Estates

Once again thank you for the encouraging remarks you offered at the most recent Council Meeting in support of the problem those of us living on Lower Paseo del Sol are experiencing. I am pleased to say that our personal problem in regards to our privacy and security concerns has been rectified by the planting of dense bushes and trees and for this we are most grateful.

If the City were to undertake a study to solve the issue of access to the Fire Road and Lower Paseo del Sol as it pertains to excessive traffic, limited parking, narrow street,, drugs and graffiti, I respectfully ask if it would be possible to include the feasibility of constructing a hammer-head turn-around as originally proposed by the attached plot plan circa 1920?

My apologies for attaching incomplete correspondence of the turn-around between Allan Rigg and me going back to 2004. Missing is my letter of October 5, 2005 as well as the second page of my letter dated July 23, 2004. (By copy to Allan should he possess the aforementioned in his file, I would appreciate his making copies for Messrs. Bird, Dreiling, and myself.) As you can see these letters were written eight years ago and in the meantime major societal changes have taken place which, over time, will only increase and continue to invade the privacy and security we once enjoyed.

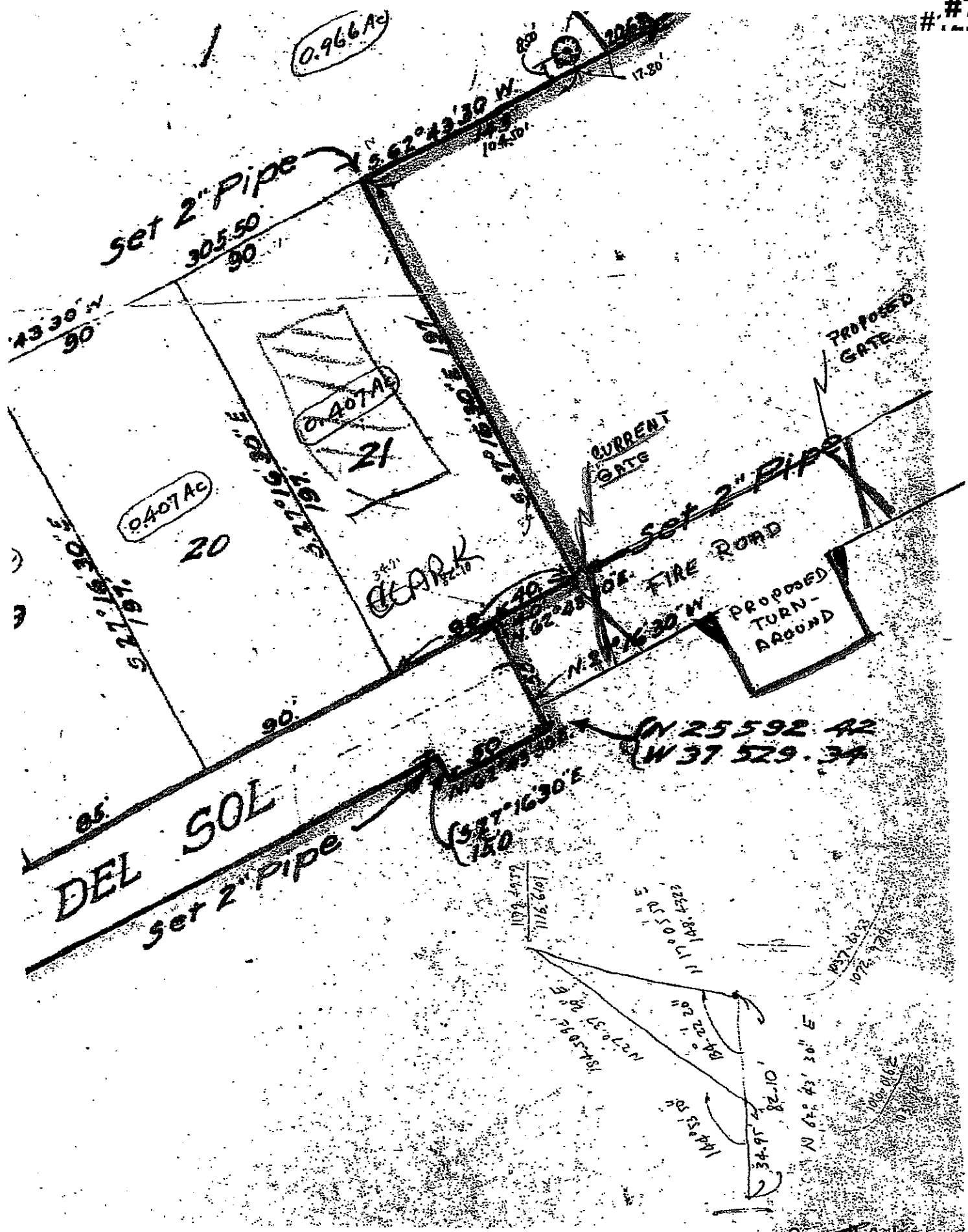
For all intent and purposes our driveway has become and will continue to be the "turn around" for our street. Our home was built in 1928 and up until five years ago, there was only the occasional hiker and biker, but as evidenced by my neighbor's speaking at the February 26th Council Meeting, events have dramatically changed our way of living.

In conclusions it may be worth exploring how many dead-end streets in our City lack a suitable turn around. Apparently the early City planners felt Lower Paseo del Sol required one. Thank you for your consideration.

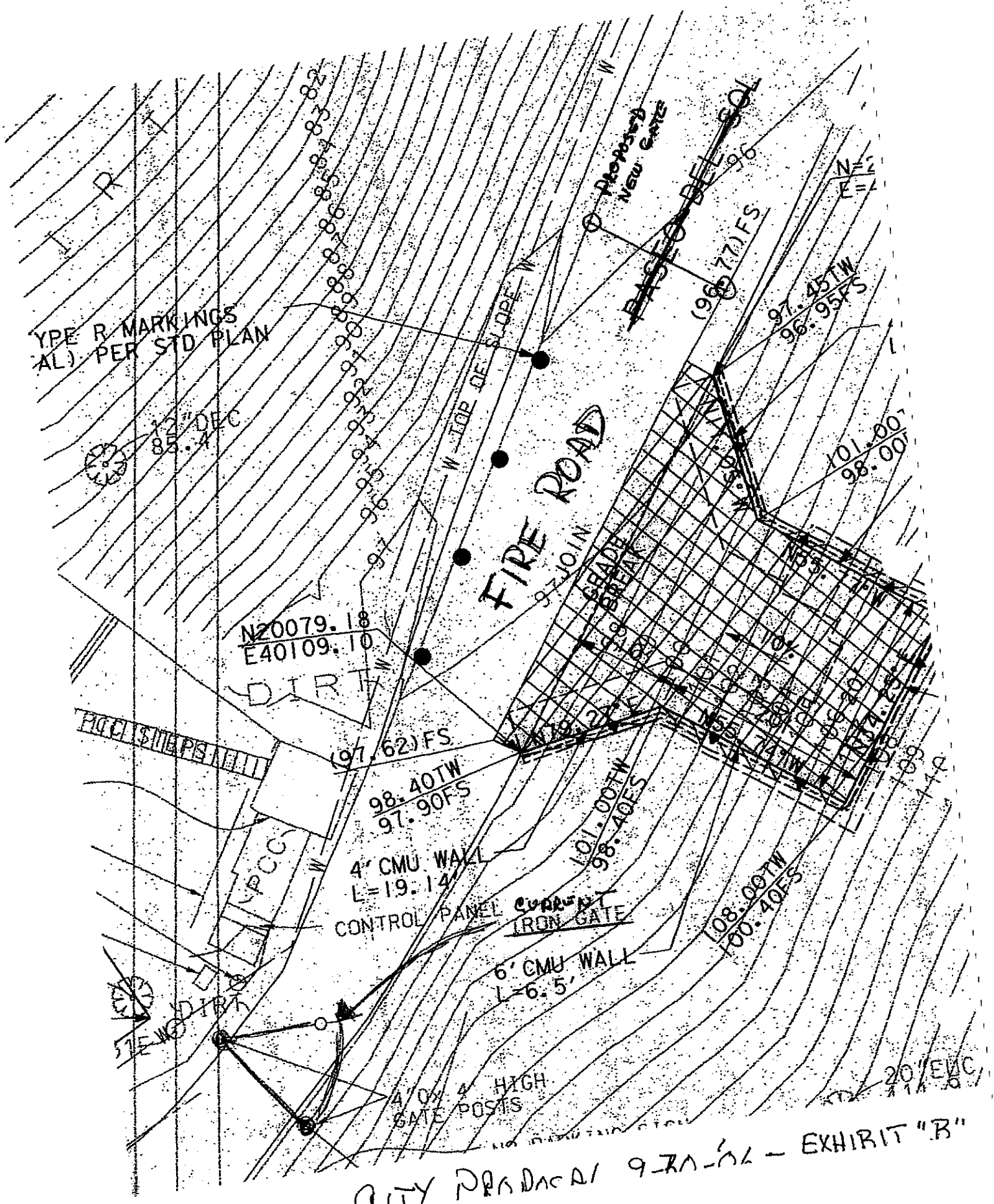
Very truly yours,

John. W. Clark
cc Dan Dreiling, Interim City Manager, Palos Verdes Estates
Allan Rigg, Director of Public Works/Planning, Palos Verdes Estates
File Copy - Clark

0.966 Ac



CIRCA-1920s EXHIBIT "A"



CITY OF PASADENA 9-20-06 - EXHIBIT "B"



CITY OF
Palos Verdes Estates

October 11, 2005

John W. Clark
2035 Paseo Del Sol
Palos Verdes Estates, CA 90274

Re: Paseo Del Sol Turnaround

Dear Mr. Clark,

ltr missing

Thank you for your letter dated October 5, 2005 to me regarding the lower end of Paseo Del Sol. You have again expressed concerns that the City has not proceeded with the construction of the turnaround that was previously designed and that you would like this project revisited.

Our response to your concerns has not changed since we wrote you last year. The City previously investigated the need for the turnaround due to our observation that fire trucks on the street had to back out all the way to Via Del Monte. We contracted with an engineer who designed a turnaround to Fire Department specifications and provided us with plans and specifications. The project was competitively bid for construction, and the low bid was \$58,847, which was significantly higher than the \$26,370 budget we had established. We believe the increase in cost was due to the risk that the contractors saw in building the project.

We asked the Fire Department for funding to help us construct the project as they are the primary beneficiary, but they refused. The project is not being pursued at this time and is not budgeted for fiscal year 2005/06. Due to the failure of the utility users tax and current budget constraints it would be an even more difficult project to fund today than in 2001 when it was put out for bid. In addition, due to the escalation of construction prices, we would expect the bids to be significantly higher.

Sincerely,

Allan Rigg, P.E.

Director of Public Works/Planning

Cc: James B. Hendrickson, City Manager
Fire Station 106



CITY OF

Extra Copies

Palos Verdes Estates

#.#7.
MBC—
JWC—(lost)

July 29, 2004

John W. Clark
2035 Paseo Del Sol
Palos Verdes Estates, CA 90274

Re: Paseo Del Sol Turnaround

Dear Mr. Clark,

Thank you for your letter dated July 23, 2004 to me regarding the lower end of Paseo Del Sol. You have expressed concern that the City has not proceeded with the construction of the turnaround that was previously designed and that you would like this project revisited.

The City previously investigated the need for the turnaround due to our observation that fire trucks on the street had to back out all the way to Via Del Monte. We contracted with an engineer who designed a turnaround to Fire Department specifications and provided us with plans and specifications. The project was competitively bid for construction, and the low bid was \$58,847, which was significantly higher than the \$26,370 budget we had established. We believe the increase in cost was due to the risk that the contractors saw in building the project.

We asked the Fire Department for funding to help us construct the project as they are the primary beneficiary, but they refused. The project is not being pursued at this time and is not budgeted for fiscal year 2004/05 or 2005/06. Due to the failure of the utility users tax and current budget constraints it would be an even more difficult project to fund today than in 2001 when it was put out for bid.

Sincerely,

Allan Rigg, P.E.
Director of Public Works/Planning

Cc: James B. Hendrickson, City Manager (w/original letter)

July 23, 2004

Mr. Alan Riggs
Public Works Director
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Dear Alan,

My purpose in writing this letter is to explain my hopes that the City of Palos Verdes Estates will reconsider constructing a "hammer head" turnaround immediately past the entrance gate into the parkland on the fire road continuation of Paseo Del Sol.

Several years ago ex-council member Mr. Ed Thompson, and the then Fire Chief along with yourself viewed a demonstration of the difficulty in turning a fire truck around in the parkland. Apparently the original city plan allowed for a turnaround directly opposite our home at 2035 Paseo Del Sol, but was abandoned many years ago for an unknown reason. It was further felt that a swap for the property opposite our home for a similar piece of property within the parkland and just past the gate would be more feasible and legally possible within the city charter.

Subsequently, the city authorized the drilling of a hole just past the parkland gate to establish the depth of the bedrock. I have recently learned that the project has been shelved due to the lack of funds. Apparently the estimated cost of \$80,000 was dropped from the budget, however it seems to the undersigned that this is not extravagant when compared to the possible loss of property in the event of a fire.

I respectfully ask if the city would please revisit my request for the construction of a turnaround just inside the parkland gate and my reasons are as follows:

- 1) Fire Hazard: The odds of a fire continue to increase each year. Just two weeks ago the city police department responded at 3:30 am to a half hour of fireworks on the fire road and fortunately apprehended the perpetrators. However there could easily have been serious consequences if a fire had been started.

Each year there are more cyclist, runners, walkers, and young adults that continue to use the fire road daily and increase the chances of fire.
- 2) Parkland maintenance: The fireroad requires at least a once a year inspection which subsequently requires service vehicles to cut shrubbery and trees and to maintain the roadway so that it is serviceable for both city fire and police departments.
- 3) Construction: Lower Paseo Del Sol has had a major increase in the renovation of its homes these past few years. As a result, most of the homes now have electronic gates and practically all have new

Pg 2 missing

PUBLIC WORKS DEPARTMENT – BUDGET ISSUE

<u>TITLE</u>	Paseo Del Sol Turnaround	
<u>EXPENDITURE & FY</u>	Public Works	Fiscal Year: 2013-14
<u>ESTIMATED COST</u>	One –time costs:	\$75,000
	Annual On-going Costs	\$0
<u>FUNDING SOURCE</u>	Unobligated Capital Improvement Fund	
<u>PRIORITY</u>	Medium	

DESCRIPTION Lower Paseo Del Sol has had a significant issue for many years as there is no location on the street for vehicles to turn around. Many vehicles currently use the driveway of the home at 2035 Paseo Del Sol, which is a significant inconvenience to the resident due to trash being left, staining of the driveway, noise, and lights shining into the home. Due to these concerns a turnaround at the end of the street was designed in year 2002. It is technically called a “hammerhead” and was designed to be located a short distance, 40 feet, past the existing gate. The location was picked as the width of the road and the gentler slope of the hill above the roadway would result in lower walls and a lower project cost. The project was put out to bid and the low bid came in at \$58,847. The estimated/budgeted cost of the construction was significantly lower at \$27,071. Due to a lack of funding the project was not pursued. There were also concerns that the turnaround area could become an attractive nuisance and would attract additional people and vehicles to the end of the street.

This issue was again raised recently to the Traffic Safety Committee. The Committee recommended to the City Council that this issue be evaluated once again and that a budget issue paper be prepared for the City Council's review. The Council agreed at their meeting on May 14, 2013, and staff has created this budget issue paper.

The project would be identical, with the exception of the cost which we have escalated at a rate of 2.5% per year since the previous bid.

PROJECT AGREEMENT-V14
Los Angeles County Regional Park and Open Space District Grant

{From the Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection ("the 1992 Proposition"), which voters approved on November 3, 1992; and Los Angeles County Proposition A, Safe Neighborhood Parks Act ("the 1996 Proposition"), which voters approved on November 5, 1996.

Grant No.: 58G8-14-2433

The Grantee listed below ("Grantee") and the Los Angeles County Regional Park and Open Space District ("the District") do hereby enter into this Project Agreement-V14 ("this Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Description of the Project and the District, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to the Propositions, agrees to fund the project up to the total grant amount indicated.

Grantee: City of Palos Verdes Estates
Project Name: Paseo Del Sol Trail Access Improvements
Grant Amount: Seventy five thousand (\$75,000.00)

Awarded pursuant to Funding Identification Code: 4. n. 4. D.

Description of Project:

Trail access improvements at Paseo Del Sol in the City of Palos Verdes Estates.

Project Performance Period: FROM: 03/04/2014 TO: 06/30/2015

Special Provisions

- A. None.

General Provisions**A. Definitions**

1. The term "Grantee" as used herein means the party described as Grantee on Page 1 of this Agreement and any future successor(s).
2. The term "Application" as used herein means the individual application, and its required attachments, for the grant identified on Page 1 of this Agreement.
3. The term "Board of Supervisors" means the County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the District.
4. The term "District" as used herein means the Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of the County of Los Angeles Department of Parks and Recreation shall administer this contract on behalf of the District.
5. The term "Procedural Guide" as used herein means the Procedural Guide(s), and any subsequent amendments or changes thereto, issued by the District for grants awarded pursuant to the section(s) of the Propositions as described on Page 1 of this Agreement.
6. The term "Project" as used herein means the Project that is described on Page 1 of this Agreement.
7. The term "Propositions" as used herein means Los Angeles County Proposition A, Safe Neighborhood Parks, Gang Prevention, Tree-Planting, Senior and Youth Recreation, Beaches and Wildlife Protection, which voters approved on November 3, 1992 and Los Angeles County Proposition A, Safe Neighborhood Parks, which voters approved on November 5, 1996.

B. Project Execution

1. Subject to the availability of grant monies from the Propositions, the District hereby grants to the Grantee a sum of money (grant monies) not to exceed the amount stated on Page 1 in consideration of, and on the condition that the sum be expended in carrying out, the purposes set forth in the Description of Project on Page 1 and under the terms and conditions set forth in this Agreement, the Propositions (see Attachment A) and the attached Application (see Attachment B).

Grantee agrees to furnish any additional funds that may be necessary to complete the Project. Grantee agrees to budget and appropriate annually, in each fiscal year until completion of the Project, an amount equal to the total estimated cost of the Project less the grant amount stated on Page 1 of this Agreement.
2. Grantee agrees to complete the Project in accordance with the time of Project performance as set forth on Page 1, and under the terms and conditions of this Agreement and the Procedural Guide. The time of Project performance may be extended upon mutual agreement, in writing, of the Grantee and District. The requirements of the Propositions and of this Agreement last in perpetuity and may be enforced by the District at any time.
3. Grantee shall comply as lead agency with the California Environmental Quality Act, Public Resources Code, Section 21000, et. seq. Prior to submitting requests for reimbursement of actual construction or acquisition costs, Grantee agrees to file with the District a copy of the Mitigated Environmental Impact

Report or Negative Declaration along with a response from the State Clearinghouse, if required; and a copy of the Notice of Determination filed with, and stamped by, the County Clerk; or, if the Project is categorically exempt, then a copy of the Notice of Exemption filed with, and stamped by, the County Clerk, or at the District's sole discretion, other written certification of exemption as deemed acceptable by the District.

4. Grantee agrees that, prior to incurring actual development and/or acquisition costs, it will submit all requested development and/or acquisition documents to the District for prior review and approval.
5. Grantee shall use monies allocated in this Agreement, to the maximum extent practical, to employ youth from the community in which the Project is being carried out. Grantee is encouraged, and has authority to use said monies, to provide funding through agreements with community conservation corps, the California Conservation Corps and other community organizations, particularly when youth can be employed to work on restoration or rehabilitation projects being carried on in their own communities. Such agreements shall be entered into solely for the accomplishment of the Project described on Page 1 of this Agreement.

Therefore, prior to requesting reimbursement for actual construction, development or acquisition costs, Grantee must submit a report to the District describing its efforts to employ youth in the community. The report shall contain, at a minimum, the number and approximate age of youth to be employed at each stage of the Project, a description of the work the youth will perform, the process by which the youth shall be employed, the amount the youth will be paid and, the name of any organizations or agencies that will supply youth to be employed on the Project, as well as a description of Grantee's efforts to employ youth in every stage of the Project.

Grantee must comply fully with all State and Federal laws regarding the employment of youth on the Project.

Notwithstanding the above, the District reserves the right to establish goals for the employment of youth if, in the District's opinion, it is necessary to do so in order to accomplish the purposes of the Propositions.

6. Grantee agrees to file with the District copies of any contracts or agreements executed for work on the Project. Grantee further agrees that it will make a good faith effort to recruit and promote minority-owned and women-owned businesses to participate in the process for the award of any contracts or agreements executed for work on the Project.

Therefore, when filing with the District a copy of any contract or agreement for work on the Project, said copy will be accompanied, at a minimum, by a description of the process used for identifying minority and women contractors or vendors; a list of firms from which the Grantee solicited or received offers; and comparative statistics regarding the minority and women participation and percentage of minority and women ownership of each contractor and subcontractor working on the Project. In addition, said copy will be accompanied by a statement affirming that, on final analysis and consideration of award, contractor or vendor was selected without regard to race, color, creed or gender, unless City, State or Federal laws and/or regulations or court decisions require otherwise, in which case the Grantee will state the applicable reason. Grantee further agrees to retain on file, and to make available to the District on request, statistical information regarding the minority and women participation and percentage of minority and women ownership in each firm participating in the bidding process.

7. Grantee agrees to secure completion of the development work in accordance with the approved development plans and specifications or force account schedule.
8. Grantee agrees to permit the District to make periodic site visits to determine if development and/or work is in accordance with the approved plans and specifications, or force account schedule, including a final inspection upon Project completion.

9. Any modification or alteration in the Project, as set forth in the Application on file with the District, must be submitted, in writing, to the District for prior approval. No modification shall be effective until and unless the modification is executed by both Grantee and the District.
10. If the Project includes acquisition of real property, Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review upon the District's request.
11. If the Project includes acquisition of real property, Grantee agrees to furnish the District preliminary title reports respecting such real property or such other evidence of title that the District determines to be sufficient. Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of the District might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.
 - a. Grantee shall cause to be recorded on the title of any real property acquired with funds from the Propositions, a deed restriction requiring compliance with the Propositions and this Agreement, in perpetuity.
12. If the Project includes landscaping, Grantee shall use drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless Grantee can show, to the District's satisfaction, that it is infeasible to do so.

C. Project Costs

The grant money provided under this program may be disbursed as follows:

1. If the Project includes acquisition of real property, the District may disburse to Grantee the grant monies as follows, but not to exceed, in any event, the District grant amount set forth on Page 1 of this Agreement:
 - a. When acquisition is by negotiated purchase, the District may disburse the amount of the District-approved purchase price together with District-approved costs of acquisition. The District-approved purchase price shall not exceed the value contained in a valid appraisal report, unless the District agrees, in advance, to the higher price.
 - b. When acquisition is allowed pursuant to the Propositions through eminent domain proceedings, the District may disburse the amount of the total award, as provided for in the final order of condemnation, together with District-approved costs of acquisition. Grantee shall bear all costs and make all advances associated with obtaining an order of immediate possession in an eminent domain proceeding.
 - c. In the event Grantee abandons such eminent domain proceedings, Grantee agrees that it shall bear all costs in connection therewith and that no grant monies shall be disbursed for such costs.
2. If the Project includes development, after the completion of the Project or any phase or unit thereof, the District will disburse funds to Grantee only after the District has reviewed and approved all requested development documents and has received from Grantee a statement of incurred costs. The District may disburse funds in the amount of District-approved incurred costs shown on such statement, but not to exceed the District grant amount set forth on Page 1 of this Agreement, or any remaining portion of the grant amount.

The statements to be submitted by Grantee shall set forth in detail the incurred costs of work performed on development of the Project and whether performance was by construction contract or by force account. Statements shall not be submitted more frequently than once a month, unless the District requests otherwise.

The District must approve modifications of the development plans and specifications and/or force account schedule prior to any deviation from the District-approved plans and specifications, and/or force account schedule, unless previously authorized by the District.

3. The District may retain up to ten (10) percent of the grant amount pending project completion and verification that the Grantee has satisfied all terms and conditions of this Agreement. Within three (3) months of Project completion, Grantee must submit final project documents. The District will not make final payment, including but not limited to the ten percent retention, until it has received all closing documents from the Grantee and has made a final Project inspection. At the District's discretion, the District also may perform an audit of Grantee's Project expenditures before final payment is made. Nothing in this section precludes the District from performing an audit of Project expenditures at a later date in accordance with Section I of this Agreement.

D. Project Administration

1. Grantee agrees to promptly submit any reports that the District may request. In any event, Grantee shall provide to the District a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Agreement shall be available for inspection upon the District's request in perpetuity.
3. Grantee agrees to use any monies disbursed by the District under the terms of this Agreement solely for the Project herein described.
4. Any non-recreational use of a Project must be preapproved in writing by the District, and if approved, Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless the District approves otherwise in writing.
5. Grantee also agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless the District approves otherwise in writing.

Grantee agrees to submit for prior District review and approval any and all existing or proposed operating agreements, leases, concession agreements, management contracts or similar arrangements with non-governmental entities, and any existing or proposed amendments or modifications thereto, as they relate to the project or the project site in perpetuity.

Grantee further agrees not to enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in the District's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds.

6. Grantee agrees that, upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, Grantee will require said contractor to carry adequate insurance required by the District and naming the District as an additional insured. In addition, said insurance must require that Grantee and the District be given thirty (30) days advance written notice of any modification or cancellation of said insurance. Grantee agrees to submit proof of such insurance to the District for its prior approval.
7. Grantee and District will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Agreement, the grant obtained and all other related matters available for public review during regular business hours. In the case that the Project involves

acquisition of property, however, both the District and Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

In the event that the District is required to defend an action on a Public Records Act request for any of the contents of an Grantee's submission under the terms and conditions of the Agreement, Grantee agrees to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

8. In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, Grantee hereby agrees that it will not, without the prior written consent of the District, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.
9. If Grantee receives the prior permission of the District, acting through the Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, Grantee shall reimburse the District in an amount equal to the greater of 1) the amount of grant monies provided under this Agreement; 2) the fair market value of the real property; or 3) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

If the property sold or otherwise disposed of with the prior permission of the District, acting through the Board of Supervisors, is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the District an amount equal to the greater of: 1) an amount equal to the proceeds; or 2) the fair market value.

10. With the written consent of the District, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the National Park Service, provided that any proposed successor agrees to assume the obligations imposed under the Propositions and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the District as described in Section D, Paragraph 10 of this Agreement. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written agreement with the District and agreed to comply with the terms of the Propositions and this Agreement.

E. Project Completion and Enforcement

1. Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement, or any other agreement established pursuant to the Propositions, may be cause for suspension or termination of all obligations of the District hereunder.

3. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the District hereunder if, in the judgment of the District, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
 4. The Grantee's full compliance with the terms of this Agreement will have significant benefits to the District, and to the property and quality of life therein, through the preservation and protection of beach, wildlife, park, recreation and natural lands of the District, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for senior citizens, the planting of trees, construction of trails, and/or restoration of rivers and streams. Because such benefits exceed, to an immeasurable and un-ascertainable extent, the amount of grant monies that the District furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the District of an amount equal to the amount of the grant monies disbursed under this Agreement by the District would be inadequate compensation to the District for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, with an injunction against any breaching conduct, unless otherwise agreed to by the District. Nothing in this Section shall limit in any way the District's legal or equitable remedies under this Agreement or any other remedy available by law. No delay or omission by the District in the exercise of any right or remedy upon any breach by Grantee shall impair in any way the District's right to enforce the terms of this Agreement, nor be construed as a waiver.
 5. Grantee and the District agree that, if the Project includes development, final payment may not be made until the Project conforms substantially with this Agreement and is a usable public facility.
 6. Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the District may terminate or suspend this Agreement.
 7. If the District brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay the District's reasonably attorney's fees and costs, including expert witness costs, if the District prevails in said action.
- F. Payment of Funds
1. Grantee may request reimbursement from the District for eligible expenses, which the Grantee has properly incurred and paid, no more frequently than every thirty (30) days. Grantee shall submit reimbursement requests on District-provided Payment Request Forms, including the applicable attachments.

All Payment Request Forms should be sent to:

Los Angeles County
Regional Park and Open Space District
510 South Vermont Avenue, Room 230
Los Angeles, California 90020
 2. Grantee should submit its payment request prior to the fifteenth day of the month to receive reimbursement within four to six weeks. The District may hold Payment Request Forms received after the fifteenth of the month until the next month, which may result in reimbursements being delayed.

3. The District may withhold a portion of the amount of reimbursement if, in the opinion of the District, an expenditure is not eligible under the terms and conditions of this Agreement, the Propositions, the Application or the Procedural Guide. In such cases the District shall notify the Grantee of the amount of expenditures declared ineligible and the reason(s) for the ineligibility. Grantee, within thirty (30) days of notification, may dispute the District's decision, in writing, to the District and provide records and/or documentation to support its claim. The District shall review the information and/or documentation provided and will notify Grantee of its final determination. If Grantee fails to dispute the findings, in writing, within the thirty day period, then the Grantee shall have waived its right to dispute the findings.

G. Hold Harmless and Indemnification

1. Grantee shall indemnify, defend and hold the District harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee. Grantee agrees to defend and indemnify the District from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee
2. The District shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.
3. Grantee and District agree that the liability of the District hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Procedural Guide. Any contracts entered into, or other obligations or liabilities incurred by, the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and the District shall have no obligation or liability whatsoever thereunder or with respect thereto.

H. Independent Grantee

This Agreement is by and between the Los Angeles County Regional Park and Open Space District and Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between the District and Grantee.

I. Financial Records

1. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the District for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for five (5) years following Project termination or completion.

Grantee and the District agree that during regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto. Grantee agrees to maintain, and make available for District inspection, accurate records of all its costs, disbursements and receipts with respect to its activities under this Agreement and the use of any property acquired under this Agreement in perpetuity.
2. Grantee agrees to use an accounting system that complies with generally accepted accounting principles.
3. At any time during the term of this Agreement or at any time within five years after the expiration or prior termination of this Agreement, authorized representatives of the District may conduct an audit of

Grantee for the purpose of verifying appropriateness and validity of expenditures that Grantee has submitted to the District for reimbursement under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, the District may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

Grantee, within thirty (30) days of notification that an audit has resulted in the exception of expenditures, may dispute the audit findings in writing to the District and provide the District with records and/or documentation to support the expenditure claims. The District shall review this documentation and make a final determination as to the validity of the expenditures.

If Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Propositions or the Procedural Guide, Grantee shall pay the District an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

Notwithstanding Government Code Section 907, in the event that Grantee fails to repay the District in full for the amount of excepted expenditures, the District may offset an amount equal to the excepted expenditures from any monies that may be due to Grantee under the terms and conditions of the Propositions. Through the execution of this Agreement, Grantee waives its rights under Government Code Section 907.

J. Use of Facilities


1. Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested District grant monies and will not permit any other use of the area, except as allowed by prior specific act of the Board of Supervisors as governing body of the District and consistent with the terms and conditions of the Propositions and this Agreement.
2. Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of the Propositions. With the District's prior written approval, the Grantee, or its successors in interest in the property, may transfer the responsibility to maintain and operate the property in accordance with the Propositions to a nonprofit or government entity.
3. Grantee agrees to actively oppose, at its sole expense, any claims as to reserved rights to the grant-funded property that are contrary to the purposes of the Propositions, Procedural Guide and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources.
4. Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access may interfere with resource protection.

K. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.
2. All facilities shall be open to members of the public generally, except as noted under the special provisions of the Project Agreement.

IN WITNESS WHEREOF, Grantee and District have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.


GRANTEE:

By: 
Signature of Authorized Representative

Title: Director of Planning and Evaluation

Date: 6/10/14

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

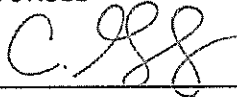
By: 
Director, Parks and Recreation

Date: 6-10-14

APPROVED AS TO FORM:

JOHN KRATTLI

COUNTY COUNSEL

By: 
CHRISTINA A. SALSEDA
Principal Deputy

Grant No.: 58G8-14-2433

Attachment A

Los Angeles County Proposition A
Safe Neighborhood Parks, Gang Prevention, Tree Planting, Senior and Youth Recreation,
Beaches and Wildlife Protection

Approved by Los Angeles County voters on November 5, 1996