Tracking Number: (2024-03___)

To request a change to regulations under the authority of the California Fish and Game Commission (Commission), you are required to submit this completed form to: California Fish and Game Commission, (physical address) 1416 Ninth Street, Suite 1320, Sacramento, CA 95814, (mailing address) P.O. Box 944209, Sacramento, CA 94244-2090 or via email to FGC@fgc.ca.gov. Note: This form is not intended for listing petitions for threatened or endangered species (see Section 670.1 of Title 14).

Incomplete forms will not be accepted. A petition is incomplete if it is not submitted on this form or fails to contain necessary information in each of the required categories listed on this form (Section I). A petition will be rejected if it does not pertain to issues under the Commission's authority. A petition may be denied if any petition requesting a functionally equivalent regulation change was considered within the previous 12 months and no information or data is being submitted beyond what was previously submitted. If you need help with this form, please contact Commission staff at (916) 653-4899 or FGC@fgc.ca.gov.

SECTION I: Required Information.

Please be succinct. Responses for Section I should not exceed five pages

1. Person or organization requesting the change (Required)

Name of primary contact person:

Organization Requesting Change: People for the Ethical Treatment of Animals

Contact Person: Mary Maerz, PETA Foundation

Address: [redacted]

Telephone number: [redacted]

Email address: [redacted]

2. Rulemaking Authority (Required) - Reference to the statutory or constitutional authority of the Commission to take the action requested:

California Fish and Game Code §§ 200(a), 203(c), 203(d)

3. Overview (Required) - Summarize the proposed changes to regulations:

PETA urges the Commission to take the following actions:

1. Enact additional regulations that would prohibit local governments from contracting with private trappers to trap coyotes on public land.
2. Amend existing regulations to prohibit the use of carbon dioxide as a killing method for coyotes.

4. Rationale (Required) - Describe the problem and the reason for the proposed change:

A more detailed rationale is included in the attached document.

PETA urges the Commission to enact regulations that prohibit local governments from contracting with private trappers to trap coyotes on public land. Research has continuously demonstrated that these trap-and-kill programs are ineffective, a waste of resources, and threaten the health of urban ecosystems. Moreover, the cities' particular programs do not, even in theory, address the public safety concerns they cite as reasons for implementing these programs, and California law already provides solutions for managing "harmful" coyotes. Specifically, the lethal removal programs are inconsistent with other state statutes and regulations, which give authority to the state entities with expertise to address harmful coyotes and do not support the propriety of local government's use of a private trapper to indiscriminately trap coyotes on public land.

Second, PETA urges the Commission to amend its regulations to prohibit the use of carbon dioxide as a killing method for coyotes because it is incredibly inhumane for larger animal species, as California recognized when it outlawed its use for cats and dogs, the latter of which are nearly the same species as coyotes.

SECTION II: Optional Information

5. Date of Petition: April 1, 2024

6. Category of Proposed Change

☐ Sport Fishing
☐ Commercial Fishing
☐ Hunting
[X] Other, please specify: Trapping and killing of nongame mammals for purposes other than fur or recreation.

7. The proposal is to: (*To determine section number(s), see current year regulation booklet or https://govt.westlaw.com/calregs*)

[X] Amend Title 14 Section(s): 14 C.C.R. § 465.5(g)(1)
[X] Add New Title 14 Section(s): 14 C.C.R §§ 472(a)(1), 475(d)(1)
☐ Repeal Title 14 Section(s):

8. If the proposal is related to a previously submitted petition that was rejected, specify the tracking number of the previously submitted petition:

9. Effective date: If applicable, identify the desired effective date of the regulation.
If the proposed change requires immediate implementation, explain the nature of the emergency:

10. Supporting documentation: Identify and attach to the petition any information supporting the proposal including data, reports and other documents:

Please see the attached document, a more detailed petition that includes data, reports, and other documents.

11. Economic or Fiscal Impacts: Identify any known impacts of the proposed regulation change on revenues to the California Department of Fish and Wildlife, individuals, businesses, jobs, other state agencies, local agencies, schools, or housing:

12. Forms: If applicable, list any forms to be created, amended or repealed:

SECTION 3: FGC Staff Only

Date received: April 2, 2024

FGC staff action:

- ☐ Accept - complete
- ☐ Reject - incomplete
- ☐ Reject - outside scope of FGC authority

Tracking Number

Date petitioner was notified of receipt of petition and pending action: _____

Meeting date for FGC consideration: _____

FGC action:

- ☐ Denied by FGC
- ☐ Denied - same as petition _____
  Tracking Number
- ☐ Granted for consideration of regulation change

Petition
Before the California Fish and Game Commission

April 1, 2024

Requesting Rulemaking to Add Regulations Prohibiting Local Governments from Employing Private Trappers to Trap and Kill Coyotes on Public Land and to Amend Regulations to Prohibit the Use of Carbon Dioxide as a Killing Method for Coyotes

Submitted by People for the Ethical Treatment of Animals

Mary Maerz, Counsel, PETA Foundation
(417) 619-4829
MaryM@petaf.org

TABLE OF CONTENTS

I. Introduction

People for the Ethical Treatment of Animals (PETA) submits this petition pursuant to the California Administrative Procedure Act, Cal. Gov't Code § 11340 et seq., requesting that the California Fish and Game Commission ("Commission") commence rulemaking proceedings to (1) add new regulations to prohibit local governments from contracting with private trappers to trap and kill coyotes on public land, and (2) amend existing regulations to prohibit the use of carbon dioxide as a killing method for coyotes.

The California legislature delegated to the Commission "the power to regulate the taking or possession of birds, mammals, fish, amphibians, and reptiles." Cal. Fish & G. Code § 200(a). The Commission has the authority to "[p]rescribe the manner and means of taking" mammals, *id*. § 203(d), and "[e]stablish and change areas of territorial limits for their taking," *id*. § 203(c). "When adopting regulations pursuant to Section 203, the commission shall consider populations, habitat, food supplies, the welfare of individual animals, and other pertinent facts and testimony." *Id*. § 203.1.

Native to southern California, evidence suggests that coyotes (*Canis latrans*) have existed in the area well before European colonization.[1] They have become established in urban environments.[2] and in southern California, coyote occurrence has increased with both proximity and intensity of urbanization.[3] They play a vital role in maintaining healthy and viable ecosystems, as they directly or indirectly help to control disease transmission, keep rodent populations in check, consume animal carcasses, remove sick animals from the gene pool, and protect crops.[4] Unexploited coyote populations can also contribute to ecosystem health through trophic cascade effects, such as indirectly protecting ground-nesting birds from smaller carnivores and increasing the biological diversity of plant and wildlife communities.[5] State wildlife management agencies across the country, including the California Department of Fish and Wildlife (CDFW), recognize the benefits that coyotes provide to ecosystems.[6]

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[1] James W. Hody & Roland Kays, *Mapping the expansion of coyotes (*Cans latrans*) across North and Central America*, 759 Zookeys 81, 81-97 (2018).
[2] Sharon A Poessel et al., *Environmental factors influencing the occurrence of coyotes and conflicts in urban areas*, 157 Landscape and Urban Planning 259-69 (Jan. 2017).
[3] *Human-Wildlife Conflicts: Coyotes*, California Department of Fish and Wildlife, https://wildlife.ca.gov/HWC/Coyotes (citing Ordenana et al., *Effects of urbanization on carnivore species distribution and richness*, 91(6) Journal of Mammalogy 1322-31 (Dec. 2010)).
[4] *Why Killing Coyotes Doesn't Work*, Project Coyote, https://projectcoyote.org/wp-content/uploads/2020/08/PC_SAB_Coyote-Facts_FINAL_2020_08.pdf.
[5] S. E. Henke and F. C. Bryant, *Effects of Coyote Removal on the Faunal Community in Western Texas*, Journal of Wildlife Management 63, no. 4 (1999); K. R. Crooks and M. E. Soule, *Mesopredator Release and Avifaunal Extinctions in a Fragmented System*, Nature 400, no. 6744 (1999); E. T. Mezquida, S. J. Slater, and C. W. Benkman, *Sage-Grouse and Indirect Interactions: Potential Implications of Coyote Control on Sage-Grouse Populations*, Condor 108, no. 4 (2006); N. M. Waser et al., *Coyotes, Deer, and Wildflowers: Diverse Evidence Points to a Trophic Cascade*, Naturwissenschaften 101, no. 5 (2014).
[6] *See, e.g., Human-Wildlife Conflicts: Coyotes*, *supra* note 3 ("Coyotes provide many ecosystem benefits, such as controlling rodent and other small mammal populations. They will consume nearly anything, including rodents, rabbits, birds and eggs, reptiles, fruits, and plants, as well as pet food, human food, and trash.").

Although the majority of urban coyotes tend to utilize the landscape in ways that avoid humans, some coyotes may become involved in coyote-human conflicts.[7] It is well-established that a program combining education and hazing practices is the best practice for handling and preventing conflicts with coyotes.[8] CDFW endorses this research-backed approach, and has created guidelines and recommendations for California cities to address coyote presence and incidents.[9]

Many southern California cities—as well as cities throughout the U.S.—have created coyote management plans reflecting this best practice to address coyote presence in the localities and mitigate human-coyote conflicts with successful outcomes.[10] However, defying accepted research and the recommendation of experts, some southern California cities, including Torrance, Anaheim, and Rancho Palos Verdes, currently operate lethal removal programs (also referred to as "trap-and-kill programs"), which are widely considered to be ineffective for controlling coyote populations or mitigating coyote-human conflicts.[11] In each of these three cities, the lethal removal programs involve the localities contracting with a private trapper to place indiscriminate snare traps on public land with the intent to capture and kill coyotes. All of these cities contract with the same trapping service, Coyote, Wildlife, and Pest Solutions, Inc. (CWPS), for which employee Jimmie Rizzo is the sole trapper.[12] Rizzo exclusively uses dangerous snare traps, frequently in close proximity to residents' homes,[13] and—if the snares do not slowly strangle trapped coyotes to death—he cruelly kills them using a mobile carbon dioxide gas chamber.[14]

These cities created trap-and-kill programs in apparent response to public pressure related primarily to some citizens' perceived increase in coyote sightings[15] and, frequently, the general

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[7] Poessel et al., *supra* note 2.
[8] *Take Action: Coexisting With Coyotes*, National Park Service, https://www.nps.gov/samo/learn/management/support-coyotes.htm.
[9] *See Wildlife Watch*, California Department of Fish and Wildlife, https://wildlife.ca.gov/wildlife-watch.
[10] *See* Alexander Heeren et al., *Coyote Management Plans and Wildlife Watch: implications for community coaching approach to public outreach in southern California*, 107(3) California Fish and Wildlife 278-283 (2021).
[11] *Living with Wildlife*, Washington Department of Fish and Wildlife, http://wdfw.wa.gov/living/coyotes.html; R. Crabtree and J. Sheldon, *Coyotes and Canid Coexistence in Yellowstone, in Carnivores in Ecosystems: The Yellowstone Experience, ed*. T. Clark et al. (New Haven [Conn.]: Yale University Press, 1999); F. F. Knowlton, E. M. Gese, and M. M. Jaeger, *Coyote Depredation Control: An Interface between Biology and Management*, Journal of Range Management 52, no. 5 (1999); J. M. Goodrich and S. W. Buskirk*, Control of Abundant Native Vertebrates for Conservation of Endangered Species*, Conservation Biology 9, no. 6 (1995); F.F. Knowlton, *Preliminary interpretations of coyote population mechanics with some management implications*, J. Wildlife Management. 36:369-382; S.D. Gehrt, *Chicago Coyotes part II*, Wildlife Control Technologies 11(4):20-21, 38-9, 42 (2004).
[12] Ex. 1, Current contract between Torrance and CWPS; Ex. 2, Current contract between Anaheim and CWPS, Ex. 3, Current contract between Rancho Palos Verdes and CWPS.
[13] As of the time of submission of this petition, trapper Jimmie Rizzo is apparently under investigation for the possible violation of 14 C.C.R. § 465.5(g)(3) in Torrance, which prohibits the placement of traps within 150 yards of a residence without written permission. PETA submitted a complaint to CDFW on Feb. 14, 2024, detailing how Rizzo self-reported placing traps within 150 yards of dozens of residences on multiple occasions, with no evidence that he or the City of Torrance obtained written permission from residents. Ex. 4.
[14] Ex. 5, Declaration of Matt Duncan.
[15] An increase in coyote sightings is not correlated to an increase in the number of coyotes in an area. *See, e.g.,* Annette Giachino, *DNR: More coyote sightings in populated areas does not mean population increase*, Upper Michigan's Source (Sep. 9, 2022), https://www.uppermichiganssource.com/2022/09/08/dnr-more-coyote-sightings-populated-areas-does-not-mean-population-increase/.

fear of possible coyote incidents.[16] A smaller number of concerns related to companion animal fatalities, which generally were reported to take place on private property.[17] Other southern California cities have attempted to operate similar lethal removal programs in the past, but ultimately ended the programs.[18] Recently, the Pasadena City Council rejected a proposal to enact a trap-and-kill program after, in part, studying Torrance's program and determining it was ineffective.[19]

II. Request for Agency Action

As described in more detail below, the indiscriminate trap-and-kill programs implemented by some southern California cities, including Torrance, Anaheim, and Rancho Palos Verdes, are ineffective and do not address residents' safety or mitigate human-coyote conflicts. It is well-established by research that such programs are ineffective, and instead present a danger to the environment and public. Allowing local governments to effectively delegate authority to engage in harmful and useless wildlife management practices to a private trapper—who operates for financial gain—is not only dangerous, but also inconsistent with existing California law which places the appropriate authority with State departments and agencies with the necessary expertise to safely manage harmful coyotes.

The cities' use of a private trapper has resulted in the needless deaths and suffering of coyotes and other nontargeted species in the indiscriminate snare traps used. In particular, the cities' private trapper cruelly kills trapped coyotes in a mobile carbon dioxide gas chamber. Scientists recognize that killing by gas chamber is not humane and cannot be considered "euthanasia" in these circumstances. The practice is apparently inconsistent with both Commission regulations and California statutes that recognize the State's interest in humanely killing trapped animals and preventing the cruel use of carbon dioxide gas chambers.

Accordingly, PETA urges the Commission to take the following actions:

1. Enact additional regulations that would prohibit local governments from contracting with private trappers to trap coyotes on public land.
2. Amend existing regulations to prohibit the use of carbon dioxide as a killing method for coyotes.

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[16] *See, e.g.,* Ex. 6, Supplemental Material to Council Agenda Item #9C, Torrance City Council Meeting (Nov. 27, 2018).
[17] *Id*.
[18] *See Victory! Calabasas, CA Votes to End Coyote Trapping*, Project Coyote (Oct. 13, 2011), https://projectcoyote.org/victory-calabasas-ca-votes-to-end-coyote-trapping/; Christopher Yee, *Arcadia rescinds decision to trap, kill coyotes*, Pasadena Star News (Apr. 7, 2021), https://www.pasadenastarnews.com/2017/04/07/arcadia-rescinds-decision-to-trap-kill-coyotes/.
[19] Keither Calayag, *City Council Approves Non-Lethal Solutions to Address Coyote Concerns in Pasadena*, Pasadena Now (Jul. 18, 2023), https://www.pasadenastarnews.com/2017/04/07/arcadia-rescinds-decision-to-trap-kill-coyotes/.

III. Description of Petitioner

PETA entities have more than 9 million members and supporters globally, and PETA U.S. is the largest animal rights organization in the world. PETA operates, in part, to promote and further the principle that animals are not ours to abuse in any way. Since its inception in 1980, it has championed ending the mistreatment of animals, including with respect to the trapping and killing of coyotes and other wildlife.

IV. Arguments in Support of Requested Actions

A. The Commission Should Implement New Regulations That Prohibit Local Governments from Contracting with Private Trappers to Trap Coyotes on Public Land

PETA urges the Commission to enact regulations that prohibit local governments from contracting with private trappers to trap coyotes on public land for several reasons, as discussed in more detail below. First, research has continuously demonstrated that these trap-and-kill programs are ineffective, a waste of resources, and threaten the health of urban ecosystems. Moreover, the cities' particular programs do not, even in theory, address the public safety concerns they cite as reasons for implementing these programs, and California law already provides solutions for managing "harmful" coyotes and aggressive coyote incidents. Specifically, the lethal removal programs are inconsistent with other state statutes and regulations, which give authority to the state entities with expertise to address harmful coyotes and do not support the propriety of local government's use of a private trapper to indiscriminately trap coyotes on public land.

i. Southern California Cities' Use of Private Trappers to Indiscriminately Trap and Kill Coyotes is Demonstrably Ineffective, a Waste of Taxpayer Money, and Threatens Urban Ecosystems

The best available, peer-reviewed science shows that indiscriminately killing coyotes is counterproductive and a threat to healthy ecosystems.[20] There is no credible evidence that indiscriminate killing of coyotes effectively serves any beneficial wildlife management purpose. The cities that implemented trap-and-kill programs are aware of this information. For example, as of the time of submission of this petition, the City of Rancho Palos Verdes' coyote management webpage[21] provides a document entitled "Solutions for Coyote Conflicts: Why Killing Does Not Solve Conflicts With Coyotes," which outlines why lethal removal is not an effective solution to managing coyote populations or incidents.[22] The only Coyote Management Plan available on the city's website, which appears to have been updated prior to the city's

[20] *See, e.g., Why Killing Coyotes Doesn't Work*, Project Coyote, *supra* note 4.
[21] *Coyote Management Plan,* City of Ranchos Palos Verdes, https://www.rpvca.gov/1113/Coyote-Management-Plan.
[22] *Solutions for Coyote Conflicts: Why Killing Does Not Solve Conflicts with Coyotes*, The Humane Society of the United States, https://www.rpvca.gov/DocumentCenter/View/12084/Solutions-for-Coyote-Conflicts-Why-Killing-does-Not-Solve-Conflicts-with-Coyotes-PDF?bidId=.

decision to contract with a private trapper, clearly recognizes that trapping is generally ineffective and that only a targeted approach should be considered on a case-by-case basis:

> The City has entered into a contract with the County of Los Angeles to provide trapping services in the City only when it has been determined by the City that an "aggressive" coyote exists. **As it is well known that trapping and the resulting euthanization of a coyote is not as effective as other methods of hazing contact with coyotes as discussed within this Management Plan**, the City shall be the one to determine, based on field observations and assessing the incident, if a case needs to be brought to the County's attention or simply additional education instruction is needed.[23]

Despite the fact that these local governments know that trap-and-kill programs are unsupported by science and have shown time and again to be ineffective, the cities have apparently chosen to take a reactionary and performative approach to public concern in implementing and maintaining lethal removal programs that have not demonstrated any positive outcomes.

Not only is this a waste of hundreds of thousands of taxpayer dollars, but allowing a private person, with apparently little to no oversight, to set snare traps on public land within dense cities is dangerous to healthy urban ecosystems, other wildlife, the public, and companion animals—all in blatant disregard of science- and State-supported coyote management principles. The State of California and the Commission have a substantial interest in safely and effectively regulating coyote management, and it should not allow local governments to harmfully circumvent proper practices in conflict with the State's authority.

1. Lethal Removal Programs Are Ineffective

Lethal removal programs that indiscriminately trap and kill coyotes, such as those employed by some southern California cities, have consistently proven to be ineffective at controlling coyote populations or mitigating human-coyote conflicts. Findings from the longest-term study of urban coyote ecology to date show that the void created by the removal of non-problem coyotes may actually be filled by loner coyotes who are less wary of humans, thus potentially increasing conflict.[24] Moreover, research suggests that to suppress a coyote population over the long-term, more than 70% of the coyotes would need to be removed annually.[25] Aside from the ethical concerns such intense control efforts raise,[26] such practices are effective over the long-term since

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[23] *Coyote Management Plan,* City of Ranchos Palos Verdes, https://www.rpvca.gov/DocumentCenter/View/12546/Revised-coyote-management-plan-AM-9-25-18-edits_2. (emphasis added).

[24] S.D. Gehrt, *Chicago Coyotes part II*, 11(4): Wildlife Control Technologies 20-42 (2004); C. H. Fox, 2006. *Coyotes and humans: can we coexist?* Pp. 287-293 in: R.M. Timm and J. H. O'Brien (eds.), Proceedings, 22nd Vertebrate Pest Conference. Publ. Univ. Calif.-Davis (2006).

[25] G.E. Connolly and W.M. Longhurst, *The Effects of Control on Coyote Populations, Bulletin of the Division of Agricultural Sciences*, University of California, Berkeley, 1-37 (1975).

[26] C.H. Fox, *Taxpayers say no to killing predators*, Animal Issues 31:27 (2001); M.W. Fox, *Bringing Life to Ethics: Global Bioethics for a Humane Society.* State University of New York Press, Albany, NY (2001); C.H. Fox and C.M. Papouchis, *Coyotes in our Midst: Coexisting with an Adaptable and Resilient Carnivore*, Animal Protection Institute, Sacramento, CA (2005).

lethal removal may stimulate improved reproductive success and pup survival in the remaining coyote population, thus compensating for the human-caused mortality.[27] In other words, the current coyote removal program is effectively counterproductive to what the applicable cities are attempting to accomplish.

It is well-established that in the absence of conflict, coyotes should not be removed.[28] Scientists have also stressed the importance of suspending lethal removal programs that are not supported by research or data, such as the southern California cities' trap-and-kill programs.[29] The extensive research demonstrating the ineffectiveness of such programs underscores the importance of determining and addressing the ultimate causes of human-coyote problems (e.g., feeding and food supply) and the potential negative repercussions of indiscriminate removal.[30] Studies note that public education should be a prominent component of any urban coyote management plan.[31] Research consistently supports the use of nonlethal control methods to effectively manage coyote incidents.[32] Best practice coyote management practices, which are comprised of primarily nonlethal methods, form the basis of countless cities' effective coyote management plans.[33] To the extent lethal removal is considered appropriate, only selective, targeted trapping of known aggressive or dangerous coyotes is recommended.[34]

In the absence of private trappers, cities like Torrance, Anaheim, and Rancho Palos Verdes have numerous strategies to increase public safety and mitigate human-animal conflicts. In fact, each of these cities already created and implemented effective coyote management plans that include science-backed and recommended practices prior to implementing useless and dangerous trap-and-kill programs. Therefore, prohibiting cities from contracting with private trappers does not meaningfully limit their ability to effectively manage human-coyote conflicts. The three cities referenced throughout this petition—Torrance, Anaheim, and Rancho Palos Verdes—all currently contract with the same private trapping company, CWPS, and its sole trapper, Jimmie Rizzo.[35] In each location, CWPS is hired to conduct indiscriminate trapping activities[36] in a substantially similar manner. The contracts generally provide:

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[27] Connolly and Longhurst, supra note 25; G.E. Connolly, *Predator control and coyote populations: a review of simulation models*, pp. 327-345 (Ch. 14) in: M. Bekoff (Ed.), *Coyotes: Biology, Behavior, and Management*, Academic Press, New York, NY (1978); R.P. Davison, *The effect of exploitation on some parameters of coyote populations*, Ph.D. dissert., Utah State University, Logan, UT (1980).
[28] Gerht, *supra* note 24.
[29] Adrian Treves et al., *Predator control should not be a shot in the dark*, 14(7) Frontiers in Ecology and the Environment 380-88 (2016).
[30] Gerht, *supra* note 24.
[31] *Id*.
[32] *See* Treves et al., *supra* note 29.
[33] Model coyote management plans include nonlethal control methods including reducing coyote attractants in urban areas, public education and outreach, and hazing. Lethal control is limited to specific, targeted removal of dangerous coyotes. *See A Template Coyote Management & Coexistence Plan*, The Humane Society of the United States, https://pasadenahumane.org/wp-content/uploads/2020/07/HSUS-Template-Coyote-Management-Plan-Resize.pdf.
[34] *See id*.
[35] Ex. 1 – 3.
[36] At least one city has argued that its trap-and-kill program is not indiscriminate. *See* Ex. 7, Letter from City of Rancho Palos Verdes City Attorney (Sep. 21, 2021). As detailed in this section, the trapping activities involved in the city's lethal removal program are not designed to target specific coyotes, but rather to capture any animal that gets

> A. Consultant will use snares as traps in locations the City deems as priority. To this end, the traps will be placed in strategic locations according to noted activity and in response to notification and complaints by the public, and will remain in place for 10 days. Typical duration for a specific site is 10 days. This is based on the typical cycle of the coyote' s territorial hunting cycle. At certain times of the year this cycle may vary and Consultant may adjust accordingly. Should a specific area need more attention, Consultant will adjust the timetable to achieve the desired results. All traps will be checked a minimum of once daily and captured animals will be removed. Consultant will use equipment to capture specific species. Although non-targeted animals are occasionally caught, it is extremely rare. Any non-targeted animals will be released on site. Traps are disabled every Friday and reset on Monday morning.
>
> B. Consultant' s use of the number of traps placed, will be based on availability of space, visibility from the public, and activity level of the target animals and Consultant' s professional judgement of how many it needs to achieve the desired results.
>
> …
>
> D. Per California law, all trapped coyotes must be euthanized on-site humanely or released on the spot. All coyotes trapped will be considered target animals and the Consultant will euthanize them.

In Anaheim and Rancho Palos Verdes, Rizzo sets indiscriminate snare traps in various locations on public land,[37] leaves them there to capture any animal that stumbles into them from Monday through Friday, disables them on the weekend, and then sets them again for the subsequent Monday through Friday. According to Anaheim's contracts with CWPS, Rizzo is actively trapping animals for up to 40 weeks of the year.[38] In Rancho Palos Verdes, the contracts provide for active trapping every week of the year.[39] Torrance's trap-and-kill program is the most prolific, currently contracting for year-round trapping, including on weekends.[40]

While the cities cite an interest in removing dangerous or aggressive coyotes, the trap-and-kill programs are not designed to do so. Companion animal fatalities, which are the most prominent public safety concern, generally occur on private property, and only selective, targeted trapping may be a potentially effective approach to removing the applicable aggressive coyotes. However, counterintuitively, the cities' lethal removal programs involve paying a private trapper to leave

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caught in snares left out for days at a time apparently year-round. Moreover, in response to a public records request, Rancho Palos Verdes apparently had no documentation of any kind concerning the number of coyotes trapped and killed by its contractor or any other records related to the trapper's activities, demonstrating that the city has no role in determining how traps are used and which coyotes are trapped and killed.

[37] In response to public records requests asking for records of where traps are placed, no documentation has produced that would indicate that private trappers have ever placed traps on private property with permission from the property owner.

[38] Excluding weekends. Ex. 2, Anaheim Master Agreement Purchase Order to CWPS.

[39] Excluding weekends. Ex. 3 at "Exhibit C" of Rancho Palos Verdes Contract with CWPS.

[40] Ex. 8, Torrance City Council Staff Report at 1-2 (Sep. 26, 2023).

various snare traps open on public land, generally unmonitored,[41] for days at a time. There is no apparent directive or ability for CWPS, under its own approach, to target specific, dangerous coyotes. The trap-and-kill programs are, therefore, designed to capture and kill random coyotes regardless of whether those coyotes have been aggressive, and known-to-be-dangerous coyotes almost certainly continue to roam the cities.

This is additionally concerning given the already indiscriminate nature of neck snares,[42] which is the only type of trap Rizzo uses. It is widely acknowledged that neck snares result in non-target animals being caught in traps and killed.[43] Some species of wildlife, such as raptors, deer, and foxes, may be particularly vulnerable.[44] Domestic animals are no exception and there are innumerable media reports documenting the unintentional deaths of cats and dogs in wire cable snares.[45] Neck snares may similarly pose a risk to humans, and in particular small children, who may happen to stumble upon a set trap. All of these risks raise legitimate reservations about the use of snares on public land in densely populated cities. Moreover, despite the fact that the contracts with CWPS state that coyotes shall be euthanized, Rizzo uses a mobile carbon dioxide gas chamber located in the back of a truck to brutally kill any and all coyotes that are caught in the snare traps.[46]

These appalling trap-and-kill programs are operated, according to the contracts with CWPS, in part based on Rizzo's "professional judgment."[47] As detailed above, any person or entity with knowledge of coyote management research would not approve of indiscriminate trapping. It would, therefore, appear that this professional judgment is in stark contrast to the expert judgment of the Commission, CDFW, the California Department of Agriculture, and other scientists. Additional regulations are needed to prevent cities from causing harm by dangerously giving authority to engage in larger-scale wildlife management practices to a private trapper who apparently does not follow the scientifically-supported approach to managing coyote populations or incidents, and operates with seemingly little to no city oversight[48] for financial gain.

Unsurprisingly, the only available data concerning the effectiveness of the cities' trap-and-kill programs shows that they have not produced any positive results. In response to public records

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[41] While trappers are required by law to check on traps, at minimum, daily, Cal. Fish & Game Code § 4152(b), no city, in response to public records requests, has produced any documentation or records related to any assurance that Rizzo does so or that the cities monitor his daily activities to the detail. Even if the traps are checked daily, they are not used or monitored in a way that can target specific, harmful coyotes.

[42] Neck snares are also inhumane. Fox and Papouchis, *supra* note 26 at 16 ("Neck snares…consist of a light wire cable looped through a locking device and are designed to tighten as the animal struggles. While small victims may become unconscious from strangulation in five to ten minutes, larger animals may suffer for hours or days. Trappers use the term 'jellyhead' to refer to a neck-snared animal whose head and neck are swollen with thick, bloody lymph fluid...Trapped animals are subject to dehydration, exposure to weather, and predation by other animals. Young may be orphaned as well if adults are trapped and killed.").

[43] The language of the cities' contracts with CWPS states that it is "extremely rare" that non-target wildlife is caught in snare traps, which is not supported by any evidence.

[44] Fox and Papouchis, *supra* note 26.

[45] Christina Russo, *Entire Family of Dogs Killed In Less Than One Week*, The Dodo (Mar. 25, 2015), https://www.thedodo.com/wyoming-trapping-laws-1058977987.html.

[46] Ex. 5.

[47] Ex. 1 – 3.

[48] See discussion below in section III(A)(iv).

requests, only Torrance produced any documentation of data collected beyond the sheer number of coyotes trapped and killed.[49] Since entering into the contract with CWPS in 2019, Torrance's lethal removal program has killed at least 83 coyotes.[50] The only potentially meaningful data indicate that companion animal fatalities overall have not decreased since trapping began.[51]

In short, the trapping programs run by these southern California cities are exactly what scientists have warned against—the dangerous arbitrary removal of coyotes from the ecosystem with no scientific support for mitigating human-coyote conflicts.

2. Cities' Costly Use of a Private Trapper to Indiscriminately Trap Coyotes Has Wasted Hundreds of Thousands of Dollars of Taxpayer Money

Not only are trap-and-kill programs ineffective and result in the needless suffering and death of any animal—coyote or otherwise—that happens upon the snare traps placed on public land throughout dense California cities, the efforts are incredibly costly. In the past five years alone, cities have paid up to hundreds of thousands of dollars to the private trapping service, CWPS, to operate the lethal removal programs. Specifically, since 2019, Torrance and Anaheim have contracted to pay CWPS up to $213,600 and $107,400 respectively.[52] Rancho Palos Verdes has contracted to pay CWPS up to $180,000 since 2021.[53] While Rancho Palos Verdes was unable to produce *any* records concerning the number of coyotes killed by CWPS within its boundaries, the apparent cost per single trapped coyote in Torrance and Anaheim is approximately $2,573 and $3,069, respectively.[54]

As discussed above, there is no evidence that any of these three cities' specific trap-and-kill programs have increased public safety, decreased the number of companion animal fatalities, or otherwise mitigated human-coyote conflicts. Still, each continues to renew costly contracts with a private trapper, presumably with the intent to appease public concern and criticism. Yet it appears as though local governments have not been entirely transparent with residents as to the operations and outcomes of the lethal removal programs,[55] and the use of taxpayer dollars to

[49] According to documents provided by Anaheim, the city's program has trapped and killed 35 coyotes between 2019 and August 2023. Ex. 9, Anaheim Trapped Coyote Numbers. Rancho Palos Verdes apparently has no documentation of the number of coyotes killed by its trap-and-kill program.
[50] Ex. 10, Torrance Coyote Lethal Removal Data (Sep. 26, 2023).
[51] *Id.* The data collected and presented by Torrance is not particularly useful in determining the results of the lethal removal program, as it otherwise only tracks coyote incidents, regardless of whether the "incident" was a sighting or dangerous encounter. Sightings are generally not considered "incidents," as they are expected in urban areas where coyotes are native and present no danger to the public. Torrance also utilizes proven nonlethal methods as part of its CMP, which, as discussed, data suggests are the true factors influencing mitigating human-coyote conflicts.
[52] Ex. 2, 8.
[53] Ex. 11, Rancho Palos Verdes City Council Meeting Minutes (Sep. 5, 2023).
[54] Calculated based on the contracted payment amounts to CWPS divided by the known number of coyotes trapped and killed since CWPS began trapping for the cities. Notably, the data on the number of coyotes killed in Torrance and Anaheim is incomplete, and the numbers are only recorded through August 2023 for both cities.
[55] Torrance, for its part, has collected some data and formally addresses the lethal removal program frequently at city council meetings, though the data is extremely limited and there is no apparent assessment as to the efficacy of the program. The Anaheim City Council has apparently not discussed or brought the issue of coyote management to residents since it was enacted in November 2019, and the only available data is limited to the number of coyotes

fund the barbaric use of gas chambers to kill coyotes by CWPS trapper Jimmie Rizzo has also apparently not been made public to residents of any of these cities despite known public opposition to the method.[56]

Indiscriminate trap-and-kill programs are demonstrably a waste of time and resources. Even if created with good intentions, local governments, particularly municipalities, clearly lack the expertise to implement lethal removal programs that use private trappers instead of or in addition to the guidance and services available via the state departments and agencies with the requisite expertise. As discussed throughout this petition, these programs pose a threat to wildlife and communities, and the Commission should use its authority to prohibit local governments from contravening the proper management of wildlife and knowingly wasting public funds to do so.

3. Trap-and-Kill Programs Threaten Healthy Ecosystems

Not only are indiscriminate lethal removal programs cruel, ineffective, and a waste of resources, but they are also destructive to the environment. Coyotes play a vital role in maintaining healthy and viable ecosystems in urbanized environments. Their crucial function as top predator aids in directly regulating the abundance of small rodents and indirectly increasing the diversity of songbird species.[57] Likewise, as opportunistic carnivores and scavengers, coyotes help reduce rabbit and insect populations[58] and actively feed upon carrion of large wild animals.[59] As a consequence of coyote trapping and death, coyotes reproduce at faster rates resulting in doubling or tripling of the number of pups who all need to be fed.[60] This leads to larger animals, such as deer, becoming prey rather than the usual rodents and rabbits, further disrupting the ecosystem. Additionally, through preying on rodents and other animals, coyotes help control disease transmission by reducing the spread of diseases such as plague, hantavirus, and Lyme disease.

Through their highly adaptable nature, coyotes impact various portions of a community's food web and their importance in such ecological systems cannot be overstated. By arbitrarily removing coyotes from the environment, California localities may be setting off a cascade of negative environmental consequences, which the Commission and CDFW have a substantial interest in preventing.

ii. Local Governments' Employment of Private Trappers to Trap Coyotes on Public Land Is Inconsistent with California Law

Existing California statutes and regulations do not support the propriety of local governments contracting with private trappers to indiscriminately trap coyotes on public land. The mosaic of

killed rather than any broader community outcomes. Rancho Palos Verdes has no records of any data, including the number of coyotes trapped and killed, yet the city continues to increase the amount of trapping CWPS and Rizzo may conduct within the city.

[56] Discussed below in section III(B).

[57] Crooks & Soulé, *supra* note 5.

[58] J.M. Fedriani et al., *Does availability of anthropogenic food enhance densities of omnivorous mammals? An example with Coyotes in southern California*, 24 Ecography 325-331 (2001).

[59] R.M. Timm and R.O. Baker, *A History of Urban Coyote Problems*, Proceedings of the 12th Wildlife Damage Management Conference (D.L. Nolte, W.M. Arjo, D.H. Stalman, Eds) (2007).

[60] *See* R.P. Davison, *supra*, note 27.

laws indicates the State's intent to vest the primary authority to address the management of "harmful" coyotes to the Commission, CDFW, and the California Department of Agriculture (CDOA). This authority should remain with these State entities, as opposed to local governments, because they possess the necessary knowledge and expertise concerning coyote and wildlife management.

Not only do local governments lack the expertise or resources to undertake larger-scale coyote management practices, let alone ineffective and indiscriminate lethal removal programs, but the southern California cities with these programs apparently effectively delegate all authority to a private trapper who operates for financial gain. As demonstrated, this has resulted in useless, wasteful, and dangerous trap-and-kill programs that cause the suffering and deaths of nonharmful coyotes and other nontargeted animals. These activities do not mitigate human-coyote conflicts but rather likely decrease public and ecosystem safety.

Considering the California legislature's clear delegation to the Commission, CDFW, and CDOA the authority to manage coyotes on public land, and the intent that only "harmful" coyotes warrant lethal control, additional regulations are required to prevent local governments from interfering with or contravening the safe, effective wildlife management practices of expert entities.

1. Statutes Grant Authority to CDFW and CDOA to Manage Harmful Coyotes on Public Land

Several statutes indicate the California legislature's and the Commission's intent to give CDFW and CDOA the primary authority to control "harmful" coyotes on public land**.**

California Food and Agricultural Code section 11281 grants the CDOA the discretionary authority to manage "coyotes that are found to be causing damage on public or private land," including by contracting with the Commission:

> If any coyotes are found to exist on land which is owned by the state, other than lands subject to the control of the Department of Parks and Recreation and other than ecological reserves established pursuant to Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code and the coyotes are found to be causing damage on public or private land, the director may control, may employ persons pursuant to Article 1 (commencing with Section 11221) to control, or may contract with the [Fish & Game] commissioner to control, the coyotes which are determined to be the cause of the damage.

The statutory scheme also provides that CDOA may employ hunters and trappers to control harmful coyotes. Section 11221 states:

> The [CDOA] director may employ hunters and trappers throughout the state to control or eradicate coyotes and other harmful predatory animals and to shoot or trap bears which are damaging livestock, agricultural crops, or standing timber.

Additionally, CDFW has the authority to control harmful nongame mammals[61] and cooperate with other state and federal agencies to do so. California Fish and Game Code section 4153 provides:

> (a) The department may enter into cooperative agreements with any agency of the state or the United States for the purpose of controlling harmful nongame mammals;
>
> (b) The department may take any mammal that, in its opinion, is unduly preying upon any bird, mammal, or fish.

The sum of the relevant statutes vests the authority to manage harmful coyotes to CDOA, CDFW, and the Commission—the entities with the necessary expertise and resources to engage in wildlife management activities—including by contracting with private trappers if deemed necessary. Accordingly, municipalities' contracting with private trappers to indiscriminately trap coyotes is inconsistent with statutory authority, unnecessary and ineffective in addressing harmful coyotes, and dangerously gives authority to private trappers—who operate in stark contrast to the scientifically proven and State-recognized best practices for mitigating human-coyote conflicts—to operate their own harmful and ineffective operations for financial gain. This practice is harmful to animals, the environment, and the public, and the Commission should enact additional regulations to protect the State and agency's expert ability to safely and effectively manage harmful coyotes.

Furthermore, the cities' lethal removal programs, which consist of contracting with a private trapper to place traps on public land within densely populated areas are inconsistent with California Code of Regulations title 14 section 465.5(g)(3), which states:

> Traps may not be set within 150 yards of any structure used as a permanent or temporary residence, unless such traps are set by a person controlling such property or by a person who has and is carrying with him written consent of the landowner to so place the trap or traps.

Within the boundaries of large cities, the number of places that do not implicate section 465.5(g)(3) is extremely limited. Not only does this contribute to the indiscriminate nature of the trap-and-kill programs (i.e., traps are placed based on the availability of land, rather than to target specific coyotes), but it suggests that the Commission's regulatory scheme does not contemplate such activities within municipalities.

The placement of snares on public land, as is done by the cities' private trapper, creates a high risk of violations of section 465.5(g)(3) given the dense population and number of residences within these southern California cities. In fact, there is evidence that Rizzo has possibly violated section 465.5(g)(3) on multiple occasions,[62] underscoring the conflict between the trap-and-kill programs and the Commission regulations as well as the dangers of cities effectively allowing a

[61] Coyotes are classified as "nongame mammals." Cal. Fish & Game Code §§ 4150, 3950, 4000.
[62] *See, supra*, note 13.

private trapper free reign to engage in trapping activities with apparently little to no oversight to ensure compliance with the law.

2. California Law Indicates an Intent to Only Manage "Harmful" Coyotes

The statutes above also indicate the State's intention to only target "harmful" coyotes in controlling coyote populations. In addition to the plain language of the statutes cited above, California Fish and Game Code section 4152(a) states:

> [N]ongame mammals…*that are found to be injuring growing crops or other property* may be taken at any time or in any manner in accordance with this code and regulations adopted pursuant to this code by the owner or tenant of the premises or employees and agents in immediate possession of written permission from the owner or tenant thereof. (Emphasis added.)

However, as discussed in detail above, trap-and-kill programs are not designed or able to target specific aggressive or known-to-be dangerous coyotes. There is no legal, scientific, or other basis to support the operation of these indiscriminate trapping activities. Given the dangers they present, it is imperative that the Commission act to protect wildlife and the public.

To the extent the cities represent their respective trap-and-kill programs as targeting harmful coyotes, this is, at best, misleading to their citizens. At worst, it is blatantly false and deceptive. In any event, it highlights municipalities' lack of expertise to manage harmful or dangerous coyotes and the inconsistency between the programs and California law.

3. The Law Already Provides Solutions for Managing "Harmful" Coyotes on Private Land, Where Coyotes Present the Most Danger in Cities

The primary threat posed by coyotes in southern California cities is attacks on companion animals. These conflicts occur most frequently on private land, such as backyards. While there are simple, nonlethal measures people can employ to improve companion animal safety,[63] California law also provides for targeted, specific lethal removal of coyotes that cause harm or present a legitimate danger by the private resident and/or CDOA.

Residents can initiate action, including trapping and removal, to protect themselves and their property from coyote attacks. *See* 14 C.C.R. 472(a). They may also employ licensed private trappers to do so. Furthermore, California Fish and Game Code section 4152 gives CDFW and CDOA the authority and ability to manage animals that injure or may injure property:

[63] Known precautions and methods to keep companion animals safe include keeping trash off the ground and sealed in trash cans; not leaving pet food outside; keeping cats indoors, keeping dogs on leashes, and hazing techniques. *Keeping You and Your Pets Safe From Urban Coyotes,* California State University, Long Beach, https://www.csulb.edu/biological-sciences/mammal-lab/keeping-you-and-your-pets-safe-urban-coyotes#:~:text=Keep%20trash%20off%20the%20ground,leash%2C%20even%20in%20your%20yard.

> [N]ongame mammals…that are found to be injuring growing crops or other property may be taken at any time or in any manner in accordance with this code and regulations adopted pursuant to this code by the owner or tenant of the premises or employees and agents in immediate possession of written permission from the owner or tenant thereof. They may also be taken by officers or employees of the Department of Food and Agriculture or by federal, county, or city officers or employees when acting in their official capacities pursuant to the Food and Agricultural Code pertaining to pests.

These provisions further demonstrate that municipalities' lethal removal programs are ineffectively and dangerously attempting to address a problem that already has effective solutions provided by law.

* * *

Southern California cities such as Torrance, Anaheim, and Rancho Palos Verdes have contracted with a private trapper to operate indiscriminate trap-and-kill programs that are proven to be ineffective. Yet the cities continue to spend hundreds of thousands of dollars on these programs that cause the suffering and death of random coyotes and other nontargeted animal species that do not mitigate human-coyote conflicts. These lethal removal programs additionally defy established scientific findings, ignore Commission and CDFW guidance, threaten urban ecosystems, and do not target—and likely do not remove—coyotes causing harm. The programs are inconsistent with California law that grants the Commission, CDFW, and CDOA the authority to manage harmful coyote populations and provide solutions to private property owners. Because these municipalities have effectively given private trappers the ability to engage in trapping activities based on their own subjective judgment, without regard to proper coyote management methods, municipal trap-and-kill programs create a substantial threat to the State's authority to manage harmful coyotes safely and productively.

In addition, research into the trap-and-kill programs of Torrance, Anaheim, and Rancho Palos Verdes exposed an alarming pattern, in which the contracted private trapper is effectively allowed to conduct dangerous snaring activities throughout densely populated cities with little to no oversight by the city or any other entity.[64] For example, Anaheim and Rancho Palos Verdes produced no records indicating that the cities had any knowledge of where snare traps are placed throughout the cities or Rizzo's day-to-day activities. Moreover, Rancho Palos Verdes had *no* records of how many coyotes had been trapped and killed by its contracted trapper, which is particularly disturbing given that the city continues to shovel taxpayer money into an operation that it seemingly knows nothing about. Given the known harms and proven ineffectiveness of the programs, it stands to reason that the only entity benefitting from these lethal removal programs is the trapper, CWPS. Yet the cities apparently allow what appears to be free reign to the trapper to place snares on public land without regard for how the trapping activities are actually

[64] Multiple public records requests to all three cities resulted in no records related to the daily activities of Rizzo or general operations of the trap-and-kill programs. Consequently, an unavoidable conclusion is that these cities have allowed CWPS and Rizzo authority to operate the program without meaningful oversight or accountability.

conducted, what materials are used, whether laws are being complied with, or the danger to the ecosystem and public.

For these reasons, PETA urges the Commission to enact additional regulations to prohibit local governments from subverting the expertise of State departments and agencies by contracting with private trappers to indiscriminately trap coyotes on public land.

B. The Department Should Amend Its Regulations to Prohibit the Use of Carbon Dioxide as a Killing Method for Coyotes

PETA urges the Commission to amend its regulations to prohibit the use of carbon dioxide as a killing method for coyotes because it is incredibly inhumane for larger animal species, as California recognized when it outlawed its use for cats and dogs, the latter of which are nearly the same species as coyotes.

This request stems, in part, from the use of mobile carbon dioxide gas chambers to kill coyotes by municipalities' contracted private trappers as part of their trap-and-kill programs. The practice of throwing coyotes into a gas chamber in the back of a truck[65]—deceptively represented as vague "euthanasia" to the public—is barbaric and should not happen, let alone be effectively endorsed by California cities and paid for by citizens who oppose the practice.[66]

i. The Use of Carbon Dioxide to Kill Coyotes Is Extremely Cruel and Cannot Be Considered "Humane" or "Euthanasia"

It is recognized in the scientific community and beyond that the use of carbon dioxide gas chambers is inhumane, and causes significant suffering, pain, and distress to larger animal species, which includes domesticated dogs and coyotes.

Carbon dioxide kills animals by asphyxiation, or, in other words, choking them to death. The use of gas for stunning and killing animals is considered to compromise welfare due to air hunger, anxiety, fear, and pain.[67] Evidence suggests that carbon dioxide causes pain and distress even at low concentrations.

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[65] Ex. 5.

[66] The public opposes the cruel form of killing coyotes, particularly with respect to municipal trap-and-kill programs. *See* Donna Littlejohn, *Mix-Up in Torrance Coyote Trapping Program Leads to Gas Chamber Euthanasia*, Daily Breeze (Oct. 1, 2016, updated Sep. 6, 2017), https://www.dailybreeze.com/2016/10/01/mix-up-in-torrance-coyote-trapping-program-leads-to-gas-chamber-euthanasia/. As discussed below, no city at issue—Torrance, Anaheim, or Rancho Palos Verdes—has apparently publicized the use of gas chambers to kill coyotes as part of their lethal removal programs. In response to public records requests requesting any and all records concerning the use of carbon dioxide by Rizzo or other contractors, each city has produced zero responsive records. Assuming, for the sake of argument, that public records laws were complied with, this would indicate that the cities have no knowledge of how their hired trapper carries out killing coyotes within city boundaries, which is unacceptable given the immense suffering caused to coyotes and the frequent representation to the public that coyotes are "euthanized" in a "humane" manner at great cost to them. *See, e.g.,* Ex. 3 at "Exhibit C".

[67] A.R. Steiner et al., *Humanely Ending the Life of Animals: Research Priorities to Identify Alternatives to Carbon Dioxide*, 9(11) Animals (Basel) 911 (Nov. 2019).

In humans, according to the Centers for Disease Control and Prevention, certain concentrations of carbon dioxide can be "immediately dangerous to life or health",[68] and humans describe the effects of carbon dioxide exposure as "excruciating."[69] Such exposure can cause a multitude of other pain and/or distress indicators, including headache, dizziness, paresthesia, breathing difficult, sweating, discomfort, increased heart rate, increased cardiac output, increased blood pressure, coma, asphyxia, and convulsions.[70]

When carbon dioxide is used to kill animals, they continue to suffer for several minutes until they lose consciousness.[71] There are many reports of animals dying slow, painful, and panicked death in carbon dioxide gas chambers. For example, Missouri House representative Adam Schwadron, who introduced a bill to ban the use of carbon dioxide in shelters stated, "It can take upwards of 30 minutes to kill an animal this way, and we've seen examples in some of these gas chambers where the animal just panicked and tried to claw their way out and ripped their claws out."[72]

The scientific community has questioned the ethics of using carbon dioxide to kill laboratory animals—who are generally considered to experience less pain and distress than larger animals—for decades:

> Exposing animals to carbon dioxide can cause distress because acutely sensitive CO2 chemoreceptors and pH receptors have evolved in vertebrates, with the result that carbon dioxide is a potent respiratory stimulant that rapidly induces dyspnoea [impaired breathing, often called "air hunger"] or breathlessness. It can also cause discomfort and pain because it is converted to carbonic acid in the mucosa of the eyes, nose and mouth, which activates polymodal nociceptors [specialized nerve cells that send pain signals in response to stimuli]. Given a free choice, animals avoid carbon dioxide when concentrations rise above a certain threshold. When they do not have a free choice, i.e. they are confined to a chamber, animals will sometimes attempt to escape from the gas. All methods of delivering carbon dioxide with the aim of killing animals can therefore present welfare problems, because concentrations of CO2 that will induce anaesthesia or cause death will inevitably cause some degree of aversion.[73]

The American Veterinary Medical Association (AVMA) only recommends the use of carbon dioxide for certain small species, namely rodents, in laboratory-like settings where the use of the gas can be highly controlled:

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[68] *Cabon Dioxide*, Centers for Disease Control and Prevention, https://www.cdc.gov/niosh/npg/npgd0103.html.
[69] *HSUS Statement on Gas Chambers*, Humane Society of the United States, https://humanepro.org/page/hsus-statement-gas-chambers.
[70] *Carbon Dioxide*, *supra* note 68.
[71] *HSUS Statement on Gas Chambers*, *supra* note 69.
[72] Annelise Hanshaw, *Missouri lawmaker works with Humane Society to stop use of gas to kill shelter animals,* Missouri Independent (Jan. 20, 2023).
[73] P. Hawkins et al., *Newcastle Consensus Meeting on Carbon Dioxide Euthanasia of Laboratory Animals* (2006).

> Carbon dioxide exposure using a gradual-fill method is less likely to cause pain due to nociceptor activation by carbonic acid prior to onset of unconsciousness; a displacement rate from 30% to 70% of the chamber volume/min is recommended for rodents…Carbon dioxide and CO2 gas mixtures must be supplied in a precisely regulated and purified form without contaminants or adulterants, typically from a commercially supplied cylinder or tank. The direct application of products of combustion or sublimation is not acceptable due to unreliable or undesirable composition and/or displacement rate. As gas displacement rate is critical to the humane application of CO2, an appropriate pressure-reducing regulator and flow meter or equivalent equipment with demonstrated capability for generating the recommended displacement rates for the size container being utilized is absolutely necessary. [74]

The AVMA guidelines do not recommend the use of carbon dioxide to kill dogs, because the species is not one "where aversion or distress can be minimized."[75] The same considerations apply to coyotes, which are so closely genetically related to domesticated dogs that the two species can interbreed.[76] The AVMA's specific recommended conditions above, *even if* they applied to coyotes, almost certainly cannot be reliably met where the killing is effectuated by a mobile carbon dioxide gas chamber, located in the back of a truck, as is used by Rizzo and other private trappers.[77]

Researchers have questioned whether the use of carbon dioxide, even if compliant with AVMA recommendations, can *ever* be considered "euthanasia."[78] For a method to meet AVMA's definition of "euthanasia," it must (a) produce a rapid loss of consciousness and (b) minimize pain and distress.[79] Although some methods of introducing carbon dioxide to animals are much more painful than others, even at the lowest concentrations, observers document signs of distress as early as 30 seconds after the gas is introduced, and that distress continues for several minutes until consciousness is lost.[80]

The weight of scientific studies and data demonstrate that the use of carbon dioxide is certain to cause pain and distress to every animal—particularly larger species such as coyotes—who is exposed to it, regardless of concentration level or method of introduction. As such, it is one of the most inhumane methods of euthanasia being practiced today.[81]

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[74] *AVMA Guidelines for the Euthanasia of Animals: 2020 Edition*, American Veterinary Medical Association, pp. 28-31, https://www.avma.org/sites/default/files/2020-02/Guidelines-on-Euthanasia-2020.pdf.
[75] *Id*. at 30-31 (citing H. Raff et al., *Vasopressin, ACTH, and corticosteroids during hypercapnia and graded hypoxia in* dogs, 244 Am J Physiol 244, E453–E458 (1983)). *See also* Steiner, *supra* note 67.
[76] *See* Sharon Levy, *Coyotes Are the New Top Dogs*, Scientific American (May 17, 2012), https://www.scientificamerican.com/article/coyotes-are-the-new-top-dogs/.
[77] Ex. 5. Previous private trapping services employed by cities, including Critter Busters, were documented using mobile carbon dioxide gas chambers to kill coyotes. *See* Littlejohn, *supra* note 66.
[78] *See* Presentation of Dr. Debra Hickman (DVM, MS, DACLAM, DACAW), Director of the Laboratory Animal Resource Center at Indiana University, 2014 AVMA Humane Endings Symposium.
[79] *See AVMA Guidelines for the Euthanasia of Animals: 2020 Edition*, *supra* note 73.
[80] *See, supra,* note 78.
[81] *HSUS Statement on Gas Chambers*, supra note 69.

ii. California Law Is Inconsistent with the Use of Carbon Dioxide Gas Chambers to Kill Coyotes

California law provides that coyotes caught in traps cannot be relocated, 14 C.C.R. § 679(f)(4), and must be "immediately killed," *id*. § 465.5(g)(1). California Fish and Game Code section 4004(f) prohibits any person from "[k]ill[ing] any trapped mammal…by intentional drowning, injection with any chemical not sold for the purpose of euthanizing animals, or thoracic compression, commonly known as chest crushing." Commission regulations further specify the manner in which trapped animals are to be humanely killed. Section 465.5(g)(1) specifically states, "Unless released, trapped animals shall be killed by shooting where local ordinances, landowners, and safety permit. This regulation does not prohibit employees of federal, state, or local government from using chemical euthanasia to dispatch trapped animals." While discharging firearms is widely prohibited by local ordinances, the regulations clearly contemplate that employees of local government would and should use chemical euthanasia to kill trapped animals.

It would be an absurd interpretation of section 465.5(g)(1) to allow persons or municipalities to kill trapped animals in a cruel manner when humane methods are available. In fact, municipalities in the past have employed veterinarians to humanely use chemical euthanasia to kill coyotes trapped in the course of trap-and-kill programs.[82] In 2016, in Torrance, the practice was publicly adopted after the public learned of the use of a carbon dioxide gas chamber by a previous private trapper.[83] Now, Torrance, like other cities contracting with CWPS, is quietly allowing the use of gas chambers once more, likely because it is cheaper than chemical euthanasia. Commission regulations, particularly section 465.5(g)(1) do not support this practice, and the use of carbon dioxide should be prohibited in favor of the humane methods prescribed by the agency.

Furthermore, California criminal law prohibits the use of carbon dioxide to kill dogs or cats. California Penal Code section 597u(b)(3). This subsection was enacted to ensure that all types of gas chambers are illegal in state, as the statute previously only outlawed the use of carbon monoxide for all animals.[84] Through section 597u, the California legislature explicitly recognizes that gas chambers, including those that use carbon dioxide, are cruel and inhumane. While the use of carbon dioxide specifically is only criminalized with respect to dogs and cats, the reasoning extends to coyotes, due to how genetically similar the two species are. [85]

In sum, California statutes and the Commission regulations demonstrate an intent that trapped animals be killed in a humane manner and that the use of carbon dioxide as a killing method is inhumane for dogs and, by logical extension, coyotes. As discussed above, scientific evidence

[82] Littlejohn, *supra* note 66.
[83] *Id*. *See also* Louis Sahagun, *In war on coyotes, some argue for learning to live with them*, Los Angeles Times (Dec. 17, 2014), https://www.latimes.com/science/la-me-coyotes-20141218-story.html.
[84] *See* Colleen Jaskot*, Closing the door on the gas chamber*, Animal Sheltering Magazine (Jan/Feb. 2017), available at: https://humanepro.org/magazine/articles/closing-door-gas-chamber.
[85] *See* Levy, *supra* note 76.

demonstrates that animals killed by carbon dioxide gas chambers suffer immensely, and the method cannot be considered humane or euthanasia.[86]

iii. The Public Is Strongly Opposed to the Use of Gas Chambers to Kill Coyotes

Public opinion on the use of gas chambers to kill coyotes as part of a municipality's trap-and-kill program is overwhelmingly negative. When residents have been made aware of the practice by cities' contracted private trappers, they have strongly opposed the practice and influenced city practices.[87] For example, in 2016, Torrance residents found out that the city's then-trapping service, Critter Busters, killed coyotes with a mobile carbon dioxide gas chamber, despite the city's supposed stipulation that trapped coyotes be euthanized by lethal injection administered by a veterinarian.[88] The information immediately "sparked concern that the program may have to be discontinued," and city officials quickly assured the public that lethal injection would be used from that point forward.[89] It is unclear at what point the city stopped ensuring that trapped coyotes would be humanely euthanized, and there is no record of the practice even being considered since the published article.

Elsewhere, in 2014, upon learning that Critter Busters used its mobile gas chamber to kill coyotes in Seal Beach, both residents and city officials came out in strong opposition to the practice.[90] At the time, then-city councilman Mike Levitt stated, "When Critter Busters told us that it used gas to dispatch coyotes, I assumed it meant the animals were put to sleep. So I voted to approve the contract. I found out [afterward] that the animal does not go to sleep. There are spasms. They choke."

These instances also highlight a serious concern raised throughout this petition. Whether it is intentional or a result of the cities' own lack of knowledge of their private trapper's daily activities, cities like Torrance, Anaheim, and Rancho Palos Verdes are notably untransparent to residents as to the use of gas chambers to kill coyotes. Assuming none of these cities are purposefully withholding relevant records related to carbon dioxide use, an unavoidable conclusion is that the municipalities have an alarmingly dangerous lack of oversight or control over the private service that is trapping and killing animals for its own financial gain.

* * *

According to the weight of scientific evidence, as also recognized by the California legislature through California Penal Code section 597u, the use of carbon dioxide to kill animals like coyotes is inhumane and cruel, causing the animals to experience pain and distress likely for minutes before they eventually choke to death. The Commission's regulations already indicate

[86] All municipal contracts with CWPS misleadingly represent that the trapper, Rizzo, will humanely euthanize trapped coyotes. *See, e.g.,* Ex. 3 at "Exhibit C."
[87] Littlejohn, *supra* note 66; Sahagun, *supra* note 83.
[88] Littlejohn, *supra* note 66. The supposed stipulation was not recorded in any version of Torrance's coyote management plan, nor were any records received that referenced lethal injection or any killing method.
[89] *Id*.
[90] Sahagun, *supra* note 83.

the intent that trapped animals be humanely killed. Accordingly, PETA urges the Commission to amend its regulations to specifically prohibit the use of carbon dioxide to kill coyotes.

V. Proposed Regulations

First, the Commission should enact a new regulation or regulation to prohibit local governments from contracting with private trappers to trap coyotes on public land. Specifically, the Commission should add a subsection under 14 C.C.R § 472(a) to read:

> Except as otherwise provided in Sections 478, 485, and subsections (a) through (d) below, nongame birds and mammals may not be taken.
>
> (a) The following nongame birds and mammals may be taken at any time of the year and in any number except as prohibited in Chapter 6: English sparrow, starling, domestic pigeon *(Columba livia)* except as prohibited in Fish and Game Code section 3680, coyote, weasels, skunks, opossum, moles and rodents (excluding tree and flying squirrels, and those listed as furbearers, endangered or threatened species).
>
> > (1) Nothing in these regulations shall permit local governments, including officials, agents, departments, and agencies thereof, to contract with private parties to take coyotes by the use of traps on public land.

The Commission could also add a subsection under 14 C.C.R. § 475(d):

> Nongame birds and nongame mammals may be taken in any manner except as follows…
>
> (d) Traps may be used to take nongame birds and nongame mammals only in accordance with the provisions of Section 465.5 of these regulations and sections 3003.1 and 4004 of the Fish and Game Code.
>
> > (1) Local governments, including officials, agents, departments, and agencies thereof, may not contract with private parties to take coyotes by the use of traps on public land.

Second, the Commission should prohibit the use of cruel and inhumane carbon dioxide as a killing method for coyotes. Specifically, the Commission should amend 14 C.C.R. § 465.5(g)(1) to read:

> (1) Immediate Dispatch or Release. All furbearing and nongame mammals that are legal to trap must be immediately killed or released. Unless released, trapped animals shall be killed by shooting where local ordinances, landowners, and safety permit. This regulation does not prohibit employees of federal, state, or local government from using chemical euthanasia to dispatch trapped animals. The use of carbon dioxide to kill trapped coyotes is prohibited.

Exhibit 1

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (C2022-069)

This Second Amendment to Contract Services Agreement C2022-069 (the "Second Amendment") is made and entered into as of September 26, 2023, by and between the CITY OF TORRANCE ("CITY"), a municipal corporation, and Coyote, Wildlife and Pest Solutions, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY previously circulated a Request for Proposal for City-wide Coyote Trapping Services, RFP No. B2021-45 (the "RFP").

B. CONTRACTOR submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal, CONTRACTOR represented that it was qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY decided to award the Agreement to CONTRACTOR.

C. On November 22, 2021, CITY and CONTRACTOR entered into Contract Services Agreement C2022-069 (the "Agreement"), whereby CONTRACTOR agreed to provide coyote trapping services Monday through Friday, through October 7, 2022, for an amount not to exceed $55,200.

D. On September 27, 2022, CITY and CONTRACTOR entered into a First Amendment to Contract Services Agreement C2022-069 (the "First Amendment") to: extend the term of the Agreement through October 7, 2023; add two (2) separate options to extend the term of the Agreement for one (1) additional year each; increase service to Monday through Sunday; and, add $79,200 to CONTRACTOR's compensation under the Agreement.

E. CITY is satisfied with the level of service provided by CONTRACTOR.

F. CITY now wishes to exercise the first option to extend the term of the agreement for one (1) year, and add $79,200 to CONTRACTOR's compensation under the Agreement.

G. Additionally, CITY wishes to further amend the Agreement and update the Public Records Act language to comport with recent changes to the California Government Code Sections that govern public records and public records requests.

///

///

///

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT:

1. Section 2 of the Agreement entitled "TERM" is hereby amended to read in its entirety as follows:

> "**2. TERM**
> Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through October 7, 2024. This Agreement includes one (1) option to extend the term by one (1) additional year. The option to extend can be exercised only by CITY."

2. Section 3 of the Agreement entitled "COMPENSATION", Subsection A entitled "CONTRACTOR's Fee", is hereby amended to read in its entirety as follows:

> "**3. COMPENSATION**
> A. CONTRACTOR's Fee.
>
> For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $213,600 (the "Agreement Sum"), unless first approved in writing by CITY."

3. Section 33 of the Agreement entitled "PUBLIC RECORDS ACT" is hereby amended to read in its entirety as follows:

> "**33. PUBLIC RECORDS ACT**
> Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 CONTRACTOR's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act."

4. Except as expressly modified by this Second Amendment, in all other respects, the Agreement dated November 22, 2021, and the First Amendment dated September 27, 2022, between CITY and CONTRACTOR are ratified and reaffirmed and remain in full force and effect.

CITY OF TORRANCE,
a municipal corporation

By: _____
Aram Chaparyan, City Manager

Coyote, Wildlife and Pest Solutions, Inc.
a California Corporation

By: _____
Pamela Parker, CEO

APPROVED AS TO FORM
PATRICK Q. SULLIVAN
City Attorney

By:_____
Galen W. Bean
Legal Counselor

Exhibit 2

Master Agreement Purchase Order

200 S. Anaheim Blvd.
Purchasing, Suite 620
Anaheim, CA 92805-3820
Phone: 714-765-5110
Fax: 714-765-5288

MA #: 106-497035
Revision #: 1
Attachments: 2
Council Award: SSJ

COYOTE, WILDLIFE, AND PEST SOLUTIONS, INC.
8775 E. WILEY WAY
ANAHEIM HILLS, CA 92808

Contact Name: JIMMIE RIZZO
Phone: 714-943-4121
Email: coyotewildlifesolutions@gmail.com
FOB: Services, Not Applicable

Vendor ID Code #: VC0000156321
Master Agreement : 106-497035
Begin Date: 09/01/23
Expiration Date: 08/31/24
Supercedes MA: 106 - 496010
Renewal options: Yes
Total purchase Not to Exceed: $49,000.00
Payment terms: NET 30 DAYS

Authorized Departments:
PLANNING

This agreement documents the general terms, conditions and pricing of the City's purchases of the goods and/or services described below. This Master Agreement does not authorize specific quantities or shipping dates; authorization to ship goods or deliver services will be made by issuing Delivery Order referencing this document. Shipping location, delivery date, items, quantities and prices will be confirmed on the Delivery Orders. All invoices must clearly indicate the relevant, authorizing Deliver Order # they pertain to.

COMMODITIES AND SERVICES COVERED BY THIS MASTER AGREEMENT:
Coyote Trapping: 418: Code Enforcement

Special notes:
PRICING TO REMAIN THE SAME.
Per Proposal/Contract # 1006, Trapper ID # 7868

AGREEMENT FOR COYOTE ABATEMENT

Line #	CC	Description	Qty	U of M	Unit Price
1	96210	COYOTE ABATEMENT FOR A PERIOD OF TEN (10) BUSINESS DAYS	0.00	EACH	$2,300.0000

Buyer's Signature:

~~Angelo Heidt~~ (714) 765-5207
~~aheidt@anaheim.net~~
MAIRA RODRIGUEZ

CONTINUED ON NEXT PAGE
INSTRUCTIONS TO VENDORS
This Purchase Order subject to and governed by all Terms and Conditions printed at the end of this order.

Master Agreement Purchase Order

200 S. Anaheim Blvd.
Purchasing, Suite 620
Anaheim, CA 92805-3820
Phone: 714-765-5110
Fax: 714-765-5288

MA #: 106-497035
Revision #: 1
Attachments: 2
Council Award: SSJ

Special notes:

This Master Agreement ("MA"), along with the City's Standard Terms and Conditions, documents the items, prices and terms and conditions of the City's agreement with the supplier to provide the goods and/or services shown.
Quantities and/or dollars shown are estimates only. The City is under no obligation to purchase any or all of the items or services shown on this Master Agreement.
The City shall be obligated only for the specific quantities of materials or services that are authorized by the issuance of a specific Delivery Order ("DO") referencing this Master Agreement. Delivery Orders will be issued by the requesting department and shall specify the delivery date, location and unique Delivery Order Number.
Prices shown are to remain firm for the first year of this Agreement, unless otherwise specified in the body of this Master Agreement.
The total purchase limit shown for this Master Agreement is inclusive of all taxes. Supplier is not authorized to accept orders, nor provide goods or services in excess of this amount.
All invoices are to be sent to Accounts Payable ONLY, and must reference the specific Delivery Order number applicable to the invoice.
This Master Agreement may be renewable, in accordance with the terms of the applicable bid and/or City Council award.
This order may be terminated by either party, without cause, upon a thirty (30) day written notice.
HOLD HARMLESS & INDEMNIFICATION: By acceptance of this purchase order, the Supplier hereby agrees to defend, indemnify, and hold harmless, the City, (including its officers and employees) for/from any and all claims or actions of any kind presented against against the City arising out of Supplier's (including Supplier's employees, representatives, products and subcontractors) performance under this Agreement, excepting only such claims, costs, or liability which may arise out of the sole negligence of the City.
Supplier's insurance and hold harmless indemnification are required prior to any work being performed under this order.
INSURANCE REQUIREMENTS: This Purchase Order or Master Agreement requires the Supplier to carry the following types and coverages of insurance:1. COMPREHENSIVE GENERAL LIABILITY INSURANCE: (including product liability coverage, when applicable) in the amount of $1,000,000 per occurance.2. AUTO LIABILITY INSURANCE:$1,000,000 per occurance, combined single limit ("CSL").3. WORKERS' COMPENSATION INSURANCE: as required by state statutes. 4. The City of Anaheim is to be named as an additional insured on the above captioned insurance coverages as respects the City's interests under this Agreement. Supplier shall provide an appropriate insurance certificate to the City prior to commencement of work under this Agreement; and present to the City an endorsement to the policy, signed by an officer of the insurance company within thirty (30) days of the inception date of this Agreement.5. All insurance policies shall provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy. 6. Insurance policies to be in a form and written through companies acceptable to the City and shall include those endorsements which are necessary to extend the coverage which is appropriate to the nature of the Agreement. 7. All insurance certificates, endorsements, cancellation notices or other items relating to the Agreement are to be sent in care of the Contract Administrator at the "SHIP TO" address on the purchase order OR delivery order.

CONTINUED ON NEXT PAGE

INSTRUCTIONS TO VENDORS
This Purchase Order subject to and governed by all Terms and Conditions printed at the end of this order.

Buyer's Signature:

M Rodriguez

~~Angelo Heidt~~ (714) 765-5207
~~aheidt@anaheim.net~~

MAIRA RODRIGUEZ

Master Agreement Purchase Order

200 S. Anaheim Blvd.
Purchasing, Suite 620
Anaheim, CA 92805-3820
Phone: 714-765-5110
Fax: 714-765-5288

MA #: 106-497035
Revision #: 1
Attachments: 2
Council Award: SSJ

STANDARD TERMS & CONDITIONS

1. TERMS OF ORDER: This order is limited to the terms herein unless expressly agreed in writing by the City's Purchasing Division.

2. ACCEPTANCE: Seller's shipment of goods, commencement of any work, or performance of any services hereunder shall constitute acceptance by Seller of this order and all of its terms and conditions. No additional terms or conditions stated by Seller in acknowledging or otherwise accepting this order shall be binding upon the City unless specifically accepted in writing by Buyer. No oral agreements shall be binding unless confirmed by a written revision to this purchase order.

3. SELL OR ASSIGN: The supplier shall not sell, assign, or transfer any obligations resulting from this order without the specific written consent of the City's Purchasing Division.

4. MATERIAL SAFETY DATA SHEETS: Supplier shall submit Material Safety Data Sheets with all orders of hazardous substances.

5. COMPLIANCE WITH LAWS: All goods and services provided shall comply with all current federal, state, and local laws relative thereto. Supplier further agrees to indemnify, defend, and hold the City harmless for any failure to so conform.

6. TAXES: Unless otherwise indicated on the P.O., this order is subject to California Sales Tax, at the current Orange County tax rate. The City is exempt from Federal Excise Tax.

7. WARRANTY: Supplier fully warrants all materials and equipment, including without limitation, any optional equipment purchased by the City under the terms of this order, against poor and inferior quality and workmanship of equipment, labor and materials, for one year after the date of final acceptance by the City, unless otherwise stated herein.

8. LAWS GOVERNING CONTRACT: This order will be administered and interpreted under the laws of the State of California.

9. BUSINESS LICENSE: Firms providing goods or services to the City of Anaheim must have a current City business license.

10. AUTHORIZED DISTRIBUTOR: Vendor represents that vendor is an authorized distributor of the product ordered. The City reserves the right to cancel this order at any time if it is determined that the vendor is not an authorized distributor of the product ordered.

11. CANCELLATION: Time is of the essence in the performance of this Purchase Order. The City reserves the right to cancel any portion of this order with respect to goods not delivered, or services not performed, on or before the required delivery date.

12. REJECTION OF MATERIALS/SERVICES: All materials and services furnished shall be as specified and are subject to inspection and approval by the City. The City reserves the right to reject any material or service which does not comply with the specifications and/or terms of this order.

13. F. O. B. POINT: All orders are to ship F. O. B. Destination, unless otherwise specified in the P.O.

14. TITLE: Except as otherwise and expressly provided herein, title to and risk of loss on all items shipped by vendor or vendor's agent to the City shall pass to the City upon the City's inspection and acceptance of such items at the City's premises.

15. SHIPPING & HANDLING CHARGES: Shipping, handling, packing, transportation, and any other fees or charges are not allowed unless specified otherwise herein.

16. PACKING SLIPS: Packing slips specifying quantity, description and purchase order number must be included with each delivery.

17. INVOICES: The purchase order number and department name must appear on all invoices, shipping papers, packages, and correspondence. Unless otherwise specified, the invoice shall contain the following information; purchase order number, item number, description of supplies or services, sizes, quantities, unit prices, extended totals, all applicable taxes, and freight and handling charges, where authorized.

18. PAYMENT: Payment will be made only upon receipt of all materials, services, and invoices which are as specified and in accordance with the terms of this order, unless otherwise stated herein.

19. HOLD HARMLESS AND INDEMNIFICATION: By acceptance of this purchase order, the vendor hereby agrees to indemnify, defend, and hold harmless the City (including its officers and employees) for/ from any and all claims or actions of any kind presented against the City arising out of vendor's (including vendor's employees, representatives, products, and subcontractors) performance under this agreement, excepting only such claims, costs, or liability which may arise out of sole negligence of the City.

20. INSURANCE: Vendors who perform work on City property are required to provide acceptable proof of insurance prior to commencing work. Specific insurance requirements are contained within the body of the purchase order.

21. NEW MATERIALS: Unless a bid specification calls for used, refurbished or recycled materials, all items or materials bid and supplied to the City are to be new, unused products.

Exhibit 3

PROFESSIONAL SERVICES AGREEMENT

By and Between

CITY OF RANCHO PALOS VERDES

and

COYOTE WILDLIFE AND PEST SOLUTIONS, INC.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RANCHO PALOS VERDES AND COYOTE WILDLIFE AND PEST SOLUTIONS, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into on September 5, 2023 by and between the **CITY OF RANCHO PALOS VERDES**, a California municipal corporation ("City") and **COYOTE WILDLIFE AND PEST SOLUTIONS, INC.**, a California corporation ("Consultant"). City and Consultant may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Rancho Palos Verdes Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services", as stated in the Proposal, attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose

intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's Proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The

Consultant shall, as a penalty to the City, forfeit $200 (two hundred dollars) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 (sixty) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that 8 (eight) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit $25 (twenty five dollars for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 (eight) hours in any one calendar day and 40 (forty) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 (eight) hours per day, and 40 (forty) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and 1½ (one and one half) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Consultant's Authorized Initials DS PV DS JR

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer in the form of a Change Order.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Additional Services

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written Change Order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant.

Any increase in compensation of up to 15% (fifteen percent) of the Contract Sum; or, in the time to perform of up to 90 (ninety) days, may be approved by the Contract Officer through a written Change Order. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

If in the performance of the Services, the Contractor becomes aware of material defects in the Scope of Work, duration, or span of the Services, or the Contractor becomes aware of extenuating circumstance that will or could prevent the completion of the Services, on time or on budget, the Contractor shall inform the City's Contract Officer of an anticipated Change Order. This proposed change order will stipulate the facts surrounding the issue, proposed solutions, proposed costs, and proposed schedule impacts.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **$180,000 (One Hundred Eighty Thousand Dollars)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9. Annual compensation shall not exceed $60,000 (Sixty Thousand Dollars).

2.2 Method of Compensation.

(a) The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, and (b) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

(b) A retention of 10% shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory and timely completion of services. This retention shall not apply for on-call agreements for continuous services or for agreements for scheduled routine maintenance of City property or City facilities.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice, using the City template, or in a format acceptable to the City, for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within 45 (forty-five) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer through a Change Order, but not exceeding 60 (sixty) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within 10 (ten) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of

this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding June 30, 2025, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, in its discretion, extend the Term by one additional one-year term.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Pamela Rizzo Vandalsem	CEO
(Name)	(Title)
Jimmie Vance Rizzo III	CFO
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only the personnel included in the Proposal to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. City shall have the right to approve or reject any proposed replacement personnel, which approval shall not be unreasonably withheld.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Octavio Silva, Interim Director of Community Development, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City; all subcontractors included in the Proposal are deemed approved. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more 25% (twenty five percent) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be

approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain and continuously maintain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a 30 (thirty) day notice of cancellation (except for nonpayment for which a 10 (ten) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant 90 (ninety) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional

services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this

Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is 15 (fifteen) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other

provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Party.

If termination is due to the failure of the other Party to fulfill its obligations under this Agreement:

(a) City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the

compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

(b) Consultant may, after compliance with the provisions of Section 7.2, terminate the Agreement upon written notice to the City's Contract Officer. Consultant shall be entitled to payment for all work performed up to the date of termination.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Rancho Palos Verdes, 30940 Hawthorne Blvd., Rancho Palos Verdes, California 90275 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in 72 (seventy two) hours from the time of mailing if mailed as provided in this section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials DS PV DS JR

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RANCHO PALOS VERDES, a municipal corporation

DocuSigned by:
Barbara Ferraro
8148E3E489434A7...

Barbara Ferraro, Mayor

ATTEST:

DocuSigned by:
Teresa Takaoka
F4B15081212C4C0...

Teresa Takaoka, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

DocuSigned by:
William Wynder
9F096A23BACC45F...

William W. Wynder, City Attorney

CONSULTANT:

COYOTE WILDLIFE AND PEST SOLUTIONS, INC., a California corporation

By: DocuSigned by:
Pamela R VanDalsem
27B6DACADE3E477...
Name: Pamela Rizzo Vandalsem
Title: Chief Executive Officer

By: DocuSigned by:
Jimmie Rizzo
27B6DACADE3E477...
Name: Jimmie Vance Rizzo III
Title: Chief Finance Officer

Address: 8775 E. Wiley Way
Anaheim, CA 92808

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will provide City with coyote control, abatement, trapping, and removal related services, as directed by the City's Contract Officer and in accordance with the tiered system outlined in the City's Coyote Management Plan, and specifically for coyotes which: (1) have engaged in a take (resulting in injury or death) of domestic pets whether on a leash or in a yard; (2) are so habituated to human interaction as to lose the natural aversion to such interactions and who have exhibited aggressive behavior, including showing teeth, back fur raised, lunging, or nipping, and/or (3) have attacked a human being.

A. Consultant will use snares as traps in locations the City deems as priority. To this end, the traps will be placed in strategic locations according to noted activity and in response to notification and complaints by the public, and will remain in place for 10 days. Typical duration for a specific site is 10 days. This is based on the typical cycle of the coyote's territorial hunting cycle. At certain times of the year this cycle may vary and Consultant may adjust accordingly. Should a specific area need more attention, Consultant will adjust the timetable to achieve the desired results. All traps will be checked a minimum of once daily and captured animals will be removed. Consultant will use equipment to capture specific species. Although non-targeted animals are occasionally caught, it is extremely rare. Any non-targeted animals will be released on site. Traps are disabled every Friday and reset on Monday morning.

B. Consultant's use of the number of traps placed, will be based on availability of space, visibility from the public, and activity level of the target animals and Consultant's professional judgement of how many it needs to achieve the desired results.

C. Consultant will use some traps that use a scent and others that do not. With the traps that use a scent, the scent is applied to a ball of wool. The type of scent used depends on the time of year. It is used to work on the animals' curiosity. No food or food based scent is used in the process so as to minimize the chance of attracting non-target animals. Other types of traps use no attractant at all. They are used along the animals natural corridors. All traps are humane and approved for depredation by the State of California. No toxic substances are used in the process.

D. Per California law, all trapped coyotes must be euthanized on site humanely or released on the spot. All coyotes trapped will be considered target animals and Consultant will euthanize.

II. All labor and materials, including snares, will be provided by Consultant.

III. All traps used by Consultant are approved by the Department of Fish and Game.

IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. As requested by the Contract Officer.

EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

Added text indicated in ***bold italics***, deleted text indicated in ~~strikethrough~~.

[INTENTIONALLY LEFT BLANK]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. The cost for every 10 business days is $2,300. Consultant will provide services twice a month for a not to exceed amount of $4,600 per month. The annual cost shall not exceed $60,000.

II. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1. N/A.

EXHIBIT "D

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform services twice a month with at least a 10 day business interval between rounds in a timely manner.**

II. **The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2. Any further extensions require City Council approval.**

DocuSign

Certificate Of Completion

Envelope Id: 36C55C35B3104D658E6B4C0F6690C542
Status: Completed
Subject: Complete with DocuSign: Coyote Wildlife & Pest Solutions_CC approved 9.5.23.pdf
Source Envelope:
Document Pages: 30
Signatures: 5
Envelope Originator:
Certificate Pages: 5
Initials: 4
Lisa Garrett
AutoNav: Enabled
[redacted]
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
IP Address: 72.34.97.146

Record Tracking

Status: Original
9/6/2023 9:36:54 AM
Holder: Lisa Garrett
[redacted]
Location: DocuSign

Signer Events	Signature	Timestamp
Pamela R VanDalsem coyotewildlifesolutions@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Pamela R VanDalsem 27B6DACADF3F477... Signature Adoption: Pre-selected Style Using IP Address: 172.251.168.240	Sent: 9/6/2023 9:48:50 AM Viewed: 9/6/2023 1:55:37 PM Signed: 9/6/2023 1:57:38 PM
Electronic Record and Signature Disclosure: Accepted: 9/6/2023 1:55:37 PM ID: 61c642c3-4781-4a60-8852-76a4eb472783		
Jimmie Rizzo coyotewildlifesolutions@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by: Jimmie Rizzo 27B6DACADF3F477... Signature Adoption: Pre-selected Style Using IP Address: 172.251.168.240	Sent: 9/6/2023 1:57:40 PM Viewed: 9/6/2023 1:58:08 PM Signed: 9/6/2023 1:58:26 PM
Electronic Record and Signature Disclosure: Accepted: 9/6/2023 1:58:08 PM ID: fed9384e-a7f8-4792-a688-fa8874dd8d00		
Barbara Ferraro barbara.ferraro@rpvca.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Barbara Ferraro 8148E3E489434A7... Signature Adoption: Drawn on Device Using IP Address: 72.211.255.186 Signed using mobile	Sent: 9/6/2023 1:58:28 PM Viewed: 9/11/2023 7:33:13 AM Signed: 9/11/2023 7:34:56 AM
Electronic Record and Signature Disclosure: Accepted: 9/11/2023 7:33:13 AM ID: 941b14db-6517-4137-8996-cb46be7146f8		
William Wynder wwynder@awattorneys.com Security Level: Email, Account Authentication (None)	DocuSigned by: William Wynder 9F096A23BACC45F... Signature Adoption: Pre-selected Style Using IP Address: 50.112.162.3	Sent: 9/11/2023 7:34:58 AM Resent: 9/25/2023 10:24:00 AM Resent: 9/25/2023 10:24:10 AM Viewed: 9/25/2023 10:25:45 AM Signed: 9/25/2023 10:25:51 AM
Electronic Record and Signature Disclosure: Accepted: 9/25/2023 10:25:45 AM ID: f1511e05-75b7-40be-9ebd-72b2b326fd31		

Signer Events	Signature	Timestamp
Teresa Takaoka terit@rpvca.gov City of Rancho Palos Verdes Security Level: Email, Account Authentication (None)	DocuSigned by: Teresa Takaoka F4B15081212C4C0... Signature Adoption: Pre-selected Style Using IP Address: 72.34.97.146	Sent: 9/25/2023 10:25:53 AM Viewed: 9/25/2023 12:24:56 PM Signed: 9/25/2023 12:25:04 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Lisa Garrett [redacted] Administrative Analyst II (CDD) City of Rancho Palos Verdes Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/25/2023 12:25:06 PM Resent: 9/25/2023 12:25:10 PM Viewed: 9/25/2023 1:22:46 PM
City Clerk Office CityClerk@rpvca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/1/2023 3:10:58 PM ID: 505eed45-7ed0-4db8-aae6-ef6eedfef03d	COPIED	Sent: 9/25/2023 12:25:07 PM Viewed: 9/25/2023 1:59:25 PM
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Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	9/6/2023 9:48:50 AM
Certified Delivered	Security Checked	9/25/2023 12:24:56 PM
Signing Complete	Security Checked	9/25/2023 12:25:04 PM
Completed	Security Checked	9/25/2023 12:25:07 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Rancho Palos Verdes (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Rancho Palos Verdes:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: terit@rpvca.gov

To advise City of Rancho Palos Verdes of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at terit@rpvca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Rancho Palos Verdes

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to terit@rpvca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Rancho Palos Verdes

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to terit@rpvca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Rancho Palos Verdes as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Rancho Palos Verdes during the course of your relationship with City of Rancho Palos Verdes.

Exhibit 4

AN INTERNATIONAL ORGANIZATION DEDICATED TO PROTECTING THE RIGHTS OF ALL ANIMALS

PETA FOUNDATION

PEOPLE FOR
THE ETHICAL
TREATMENT
OF ANIMALS
FOUNDATION

Washington
1536 16th St. N.W.
Washington, DC 20036
202-483-PETA

Los Angeles
2154 W. Sunset Blvd.
Los Angeles, CA 90026
323-644-PETA

Norfolk
501 Front St.
Norfolk, VA 23510
757-622-PETA

PETA FOUNDATION IS AN OPERATING NAME OF THE FOUNDATION TO SUPPORT ANIMAL PROTECTION.

ENTITIES:

- PETA U.S.
- PETA Asia
- PETA India
- PETA France
- PETA Australia
- PETA Germany
- PETA Switzerland
- PETA Netherlands
- PETA Foundation (U.K.)

as possible, dozens of residences were still within 150 yards of the trap.[4] On July 20, 2023, Rizzo reported a coyote caught in a trap in the "[v]icinity of Merrill Street Basin."[5] Any placement within this area similarly would have been less than 150 yards from numerous residences.[6]

These possible violations of § 465.5(g)(3) are not new occurrences. On multiple occasions in 2022, Rizzo reported trapping coyotes in snares in the Vine Avenue Basin location.[7] As noted above, any placement in this area would have required the written consent of dozens of landowners, which neither Rizzo nor the City of Torrance apparently received. In addition, the repeated use of the Vine Avenue Basin as a trapping location suggests that Rizzo is an ongoing threat to contravene CDFW regulations.

Section 465.5(g)(3) was enacted to protect people from the dangers of snares and other traps. Rizzo's actions not only appear to violate the law but consequently put residents in danger and infringe on their right to consent to any trap placement within 150 yards of their homes. Rizzo's history strongly suggests that this conduct will continue to occur unless law enforcement takes action. Accordingly, we request that CDFW investigate Rizzo's trapping and refer any violations of the regulation to a prosecuting authority.

Additionally, in the event CDFW does refer violations of § 465.5(g)(3) to the Torrance City Attorney's Office,[8] we request that the City Attorney transfer the case to the LA District Attorney's Office based on the clear conflict of interest that charges against Rizzo would create for the City of Torrance. Not only is Rizzo the City's contracted coyote trapper, but Torrance was made aware of alleged violations of the regulation both before Rizzo's contract was renewed on September 26, 2023, and before his most recent report that indicates he may have violated § 465.5(g)(3) again. There is no evidence that Torrance has made any attempt to address the possible violations of California law, or to stop Rizzo from trapping in close proximity to homes since then. The City Attorney's Office cannot maintain a case against Rizzo without bias, and therefore it is crucial that the LA District Attorney's Office handles any charges stemming from CDFW's investigation.

Thank you for your attention to this matter.

Very truly yours,

[redacted]

Mary Maerz
Counsel, PETA Foundation
marym@petaf.org | [redacted]

[4] The Vine Avenue Sump is located at the coordinates 33.828506, -118.356137. Ex. 3, Map of Vine Avenue Basin with 150-yard (450-foot) radius indicated.
[5] Ex. 4, Rizzo's July 20, 2023, daily trapping report.
[6] The Merrill Street Basin is located at the coordinates 33.828536, -118.356219. Ex. 5, Map of Merrill Street Basin with 150-yard (450-foot) radius indicated.
[7] Ex. 6, Rizzo's October 12, 2022, and November 30, 2022, daily trapping reports.
[8] The City Attorney has primary authority over state law misdemeanors that occur within the city.

Exhibit 1

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (C2022-069)

This Second Amendment to Contract Services Agreement C2022-069 (the "Second Amendment") is made and entered into as of September 26, 2023, by and between the CITY OF TORRANCE ("CITY"), a municipal corporation, and Coyote, Wildlife and Pest Solutions, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY previously circulated a Request for Proposal for City-wide Coyote Trapping Services, RFP No. B2021-45 (the "RFP").

B. CONTRACTOR submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal, CONTRACTOR represented that it was qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY decided to award the Agreement to CONTRACTOR.

C. On November 22, 2021, CITY and CONTRACTOR entered into Contract Services Agreement C2022-069 (the "Agreement"), whereby CONTRACTOR agreed to provide coyote trapping services Monday through Friday, through October 7, 2022, for an amount not to exceed $55,200.

D. On September 27, 2022, CITY and CONTRACTOR entered into a First Amendment to Contract Services Agreement C2022-069 (the "First Amendment") to: extend the term of the Agreement through October 7, 2023; add two (2) separate options to extend the term of the Agreement for one (1) additional year each; increase service to Monday through Sunday; and, add $79,200 to CONTRACTOR's compensation under the Agreement.

E. CITY is satisfied with the level of service provided by CONTRACTOR.

F. CITY now wishes to exercise the first option to extend the term of the agreement for one (1) year, and add $79,200 to CONTRACTOR's compensation under the Agreement.

G. Additionally, CITY wishes to further amend the Agreement and update the Public Records Act language to comport with recent changes to the California Government Code Sections that govern public records and public records requests.

///

///

///

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT:

1. Section 2 of the Agreement entitled "TERM" is hereby amended to read in its entirety as follows:

> "**2. TERM**
> Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through October 7, 2024. This Agreement includes one (1) option to extend the term by one (1) additional year. The option to extend can be exercised only by CITY."

2. Section 3 of the Agreement entitled "COMPENSATION", Subsection A entitled "CONTRACTOR's Fee", is hereby amended to read in its entirety as follows:

> "**3. COMPENSATION**
> A. CONTRACTOR's Fee.
>
> For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $213,600 (the "Agreement Sum"), unless first approved in writing by CITY."

3. Section 33 of the Agreement entitled "PUBLIC RECORDS ACT" is hereby amended to read in its entirety as follows:

> "**33. PUBLIC RECORDS ACT**
> Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 CONTRACTOR's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act."

4. Except as expressly modified by this Second Amendment, in all other respects, the Agreement dated November 22, 2021, and the First Amendment dated September 27, 2022, between CITY and CONTRACTOR are ratified and reaffirmed and remain in full force and effect.

CITY OF TORRANCE,
a municipal corporation

By: _____
Aram Chaparyan, City Manager

Coyote, Wildlife and Pest Solutions, Inc.
a California Corporation

By: _____
Pamela Parker, CEO

APPROVED AS TO FORM
PATRICK Q. SULLIVAN
City Attorney

By:_____
Galen W. Bean
Legal Counselor

Exhibit 2

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [redacted] *P: 714.943.4121*

DAILY REPORT

EMPLOYEE NAME: Jimmie Rizzo DATE: 10/5/23

JOB NAME: City of Torrance

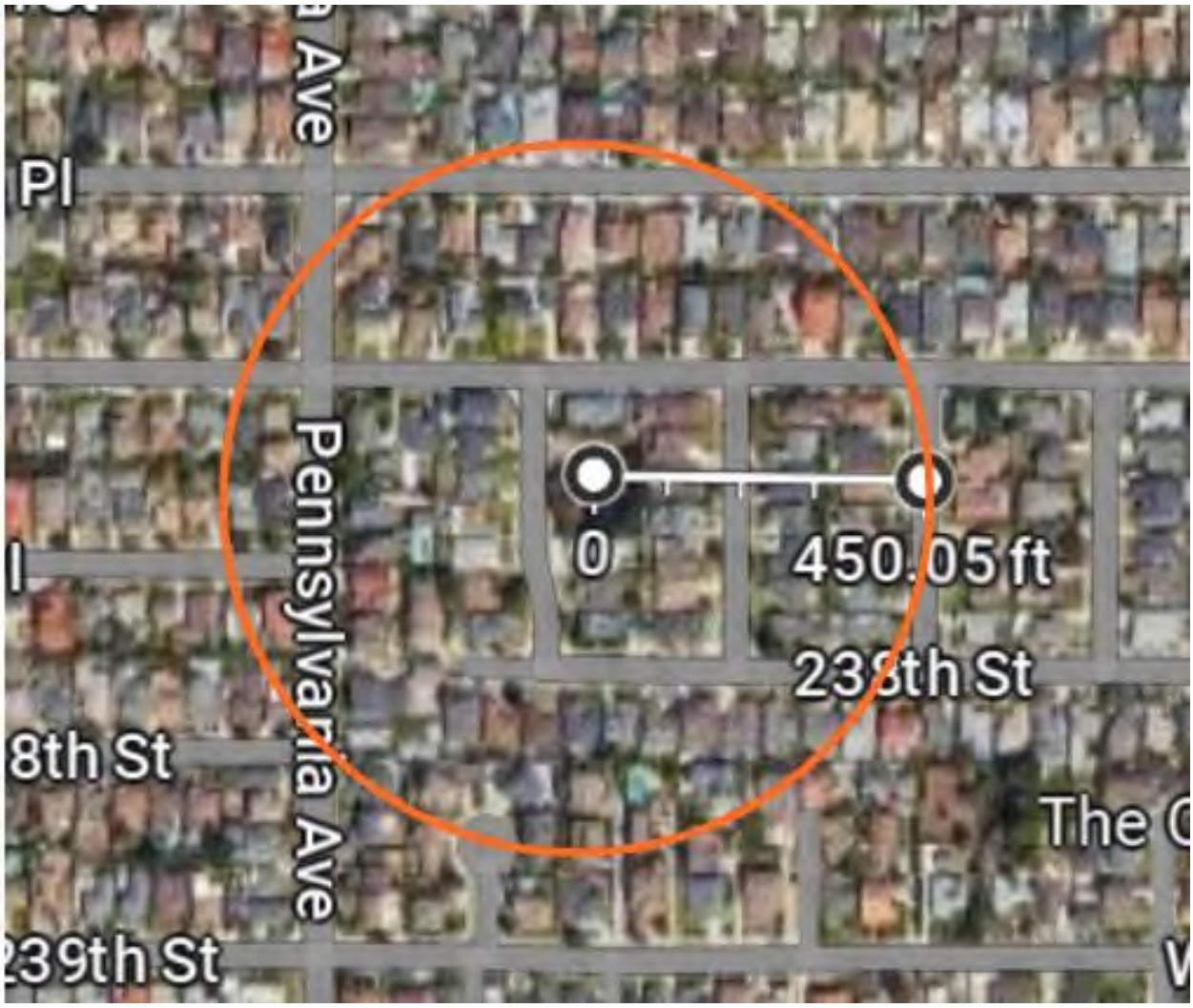
LOCATION: Sump in vicinity of Vine Avenue

NO. COYOTES CAPTURED: (1) WEIGHT: 28 lbs 2 oz.

AGE:	SEX:	PHYSICAL CONDITION:
○ PUP	○ FEMALE	◉ HEALTHY
○ ADOLESCENT	◉ MALE	○ UNHEALTHY
◉ ADULT	○ UNKNOWN	○ UNKNOWN
○ N/A		

GENERAL COMMENTS:

Exhibit 3



Map of Vine Avenue Basin

Residences within 150 yards (450 feet) of a trap placed in the middle of the basin are indicated by the orange circle.

Exhibit 4

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [redacted] *P: 714.943.4121*

DAILY REPORT

EMPLOYEE NAME: Jimmie Rizzo DATE: 7/20/23

JOB NAME: City of Torrance

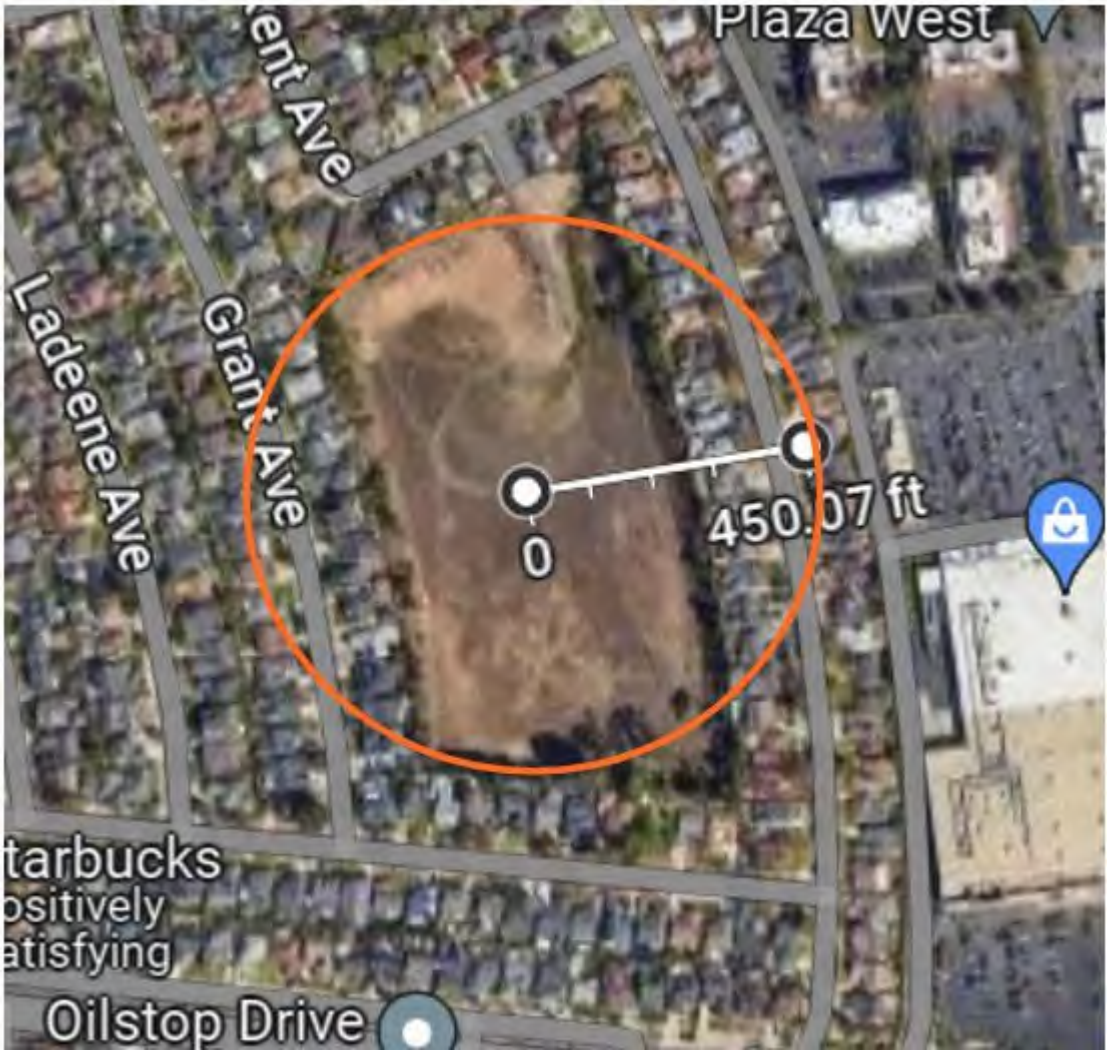
LOCATION: Vicinity of Merrill Street Basin

NO. COYOTES CAPTURED: (1) WEIGHT: 28lbs 3 oz

AGE:	SEX:	PHYSICAL CONDITION:
○ PUP	○ FEMALE	◉ HEALTHY
○ ADOLESCENT	◉ MALE	○ UNHEALTHY
◉ ADULT	○ UNKNOWN	○ UNKNOWN
○ N/A		

GENERAL COMMENTS:

Exhibit 5



Map of Merrill Street Basin

Residences within 150 yards (450 feet) of a trap placed in the middle of the basin are indicated by the orange circle.

Exhibit 6

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [redacted] *P:* [redacted]

DAILY REPORT

EMPLOYEE NAME: Jimmie Rizzo DATE: 11/30/22

JOB NAME: City of Torrance

LOCATION: Vicinity of Vine

NO. COYOTES CAPTURED: 29 lbs WEIGHT: 3 oz

AGE:	SEX:	PHYSICAL CONDITION:
○ PUP	◉ FEMALE	◉ HEALTHY
○ ADOLESCENT	○ MALE	○ UNHEALTHY
◉ ADULT	○ UNKNOWN	○ UNKNOWN
○ N/A		

GENERAL COMMENTS: One Adult Female, Healthy

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [redacted] *P:* [redacted]

DAILY REPORT

EMPLOYEE NAME: Jimmie Rizzo DATE: 10/12/22

JOB NAME: City of Torrance

LOCATION: Vicinity of Vine Street Sump

NO. COYOTES CAPTURED: (1) WEIGHT: 23 lbs

AGE:	SEX:	PHYSICAL CONDITION:
○ PUP	○ FEMALE	◉ HEALTHY
○ ADOLESCENT	◉ MALE	○ UNHEALTHY
◉ ADULT	○ UNKNOWN	○ UNKNOWN
○ N/A		

GENERAL COMMENTS: (1) Adult Male, Healthy

Exhibit 5

STATEMENT OF MATTHEW DUNCAN

I, Matthew Duncan, declare as follows:

1. My name is Matthew Duncan. I am a citizen of California. I am over the age of 18 years and competent to make this declaration. The information set forth in this declaration is based on my personal knowledge of events described herein unless stated otherwise.

2. I was a resident of Anaheim, California, for 27 years. As a long-time resident, I have continued to be interested and involved in issues affecting the City of Anaheim. Specifically, I am opposed to the City's decision to implement a coyote management plan that includes trapping and killing coyotes, and I monitor the process of the program. I believe that the trap-and-kill program is inhumane and ineffective, and I regularly attend City Council meetings to address this issue.

3. Through monitoring the City of Anaheim's trap-and-kill program, I became aware that the City contracts with Coyote, Wildlife, and Pest Solutions, Inc. ("CWPS"), to carry out the trapping and killing of coyotes within the city. I also learned that CWPS employs one trapper to perform these activities, Jimmie Rizzo, who uses snare traps to trap coyotes and subsequently "euthanizes" them.

4. In approximately December of 2023, I came across the information that Rizzo was working with Dr. Niamh Quinn, Human-Wildlife Interactions Advisor at the University of California South Coast Research and Extension Center. Specifically, I learned that Dr. Quinn uses coyotes for their research, including collaring live coyotes to track them and using dead coyotes for other research or instructional purposes. I learned that Rizzo provided coyotes—both dead and alive—to Dr. Quinn.

5. On December 28, 2023, I called Dr. Quinn to ask about their working relationship with Rizzo, and I left a voicemail inquiring about the same. Later that day, I received a call from Rizzo in response to the voicemail I left for Dr. Quinn. The call lasted approximately 30 minutes. On this phone call, I told Rizzo that I grew up in Anaheim and that I oppose the trap-and-kill program and support co-existence. I asked Rizzo how he "euthanizes" coyotes that he traps, and Rizzo stated that he kills them by putting them in a mobile carbon dioxide gas chamber.

6. I hereby attest that the information contained in this statement is accurate to the best of my knowledge.

DocuSigned by:
Matthew P. Duncan
95A1CC3C36ED45E...

Matthew Duncan

Subscribed on this day of 3/20/2024 by Matthew Duncan.

Exhibit 6

Council Meeting of
November 27, 2018

SUPPLEMENTAL #1

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Supplemental Material to Council Agenda Item #9C

Attached, for your consideration, please find additional correspondence and a petition related to the Council Agenda Item #9C- Coyote Management Plan Report received after the completion of the Council item.

Respectfully submitted,

Eve R. Irvine
Chief of Police

By _____
Diane Megerdichian
Sr. Business Manager

CONCUR:

_____
Eve R. Irvine
Chief of Police

_____
LeRoy J. Jackson
City Manager

Attachment A: Correspondence
Attachment B: Petition

SUPPLEMENTAL MATERIAL

Attachment A

-------- Original message --------
From: Sharon Pizzulli <[redacted]
Date: 11/21/18 9:05 AM (GMT-08:00)
To: "Mattucci, Aurelio" <[redacted]>, "Furey, Pat"
<[redacted] "Chen, George" <[redacted]>, "Griffiths, Mike"
<[redacted], "Herring, Milton" <[redacted]>, "Goodrich,
Tim" <[redacted], "Rizzo, Geoffrey" <[redacted]>
Subject: Fw: IMG_4813.MOV - Humane trapping method - Nov 27th meeting Coyotes

Mayor and Councilman,
Please view the attached video. It shows a girl trapper sticking her hand in the trap with no pain.

If you are having troubles please follow up with Viet as he has been able to view it and can show it to you.

Sincerely,
Sharon Pizzulli

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Wednesday, November 14, 2018, 8:40 AM, Skye Goode (via Google Drive)
<[redacted]> wrote:

Skye Goode has shared the following video:

IMG_4813.MOV

 Hand in humane foothold trap video

From: <[redacted]>
Date: November 21, 2018 at 7:19:28 AM PST
To: [redacted]
Subject: Insanity Vs Humanity

Dear Mayor Furey And City Council Members,

This email is meant to address two important issues— Public Safety & Discernment (sustainability for ones-self).

As the new "**Movement**" —takes hold for citizens & residents of Torrance to incorporate into their —

"**New Lifestyle**" — of expectations — for humans to become **habituated** to the " Resident Coyote's" — It infers who — Dominates.

Myself and my encounter with a Coyote atop of my alley dumpster, staring down at me sends chills up & down my aged spine. Not to mention...the fear projected of being pounced upon.

My own experience:
Upon taking out the trash to the dumpster.....I was met face to face with a Coyote. (I reside behind Chase Bank on Arlington). I did what was outlined in the Coyote Management Plan to — no avail. Upon calling — TPD Animal Control, Officer La Rose, I was informed, repeatedly to learn to co-exist. She reiterated, more than once — "You encroached their territory not visa versa."

Here I am before you — with facts. Facts — Hazing our "**New Resident Coyote Plan**" is not working!!

In my efforts, with an unsteady gait (I use a cane 75 % of the time).....I shouted for the Coyote to — "Get down" & shook my bags as a rustling noise is said to deter, waved my hands over my head (to show larger presence), stomped my feet ....and yelled without any .....resolution. The Hungary predator, stood defiantly, not even slightly flinching atop the dumpster. Coyotes have an advantage atop a trash dumpster to assess, looking down onto any living, breathing, moving thing — be it a person or a pet thus being selective. Hence, prey becomes their next meal.

My — "SAFETY" & SAFETY FOR OTHERS" is paramount. I began, walking backward slowly, to avoid further confrontation as it was obvious that there was no fear from the Coyote. Only — fear for ones-self (me). Adrenaline rushing.....I began asking myself, what should I do now??
Upon hearing, my neighbors garage door open, my thought was if I can enter the parking stall.... as they parked their vehicle...car — I could avoid being confronted, pounced on or challenged by the encroaching " **New Local Resident Coyote**" — REALLY !!!!

Is this the "**New Normal**" for Torrance - A once Balanced City ?? Life **compromised** is not "**promised**."

It is very discouraging, as an semi- retired, aging resident, to re-learn how to live in a City you once considered a — forever home. The need to re-learn how to co-exit with wild life and see them as - Residents too. It's Insanity - verses Humanity simply stated.

Please think, common sense is essential to find a better resolution before tragedy strikes at the heart of our Community. Too little too late — is not an option. Think responsibly.

Respectfully submitted,

Terreah Dietel (resident 33 years)

Attachment A

-------- Original message --------
From: [redacted]
Date: 11/20/18 4:33 PM (GMT-08:00)
To: "Rizzo, Geoffrey" <[redacted]
Subject: Stop the Coyote Killings

Message to Geoff Rizzo:

I have heard of other communities killing coyotes, but I never thought my own town would resort to such short-sighted, ineffective, and inhumane methods. Traps, regardless of the type, are incredibly cruel and may inadvertently catch pets or protected wildlife. In addition, scientific research has shown that coyote culling actually increases the number of coyotes because the remaining coyotes have larger litters and breed more to make up their numbers.

What has proven successful are programs to educate the public about how to haze coyotes (frighten them away from people) and how to avoid erroneously feeding coyotes. I urge the Torrance City Council to pursue scientific wildlife management methods in addressing coyote concerns within the community.

Thank you.

Sincerely,
MS. Karen Winter
[redacted]
Torrance, CA
US
[redacted]

From: Sharon Pizzulli [redacted]
Sent: Monday, November 19, 2018 7:00 PM
To: Furey, Pat <[redacted]; Chen, George <[redacted]; Goodrich, Tim <[redacted]>; Griffiths, Mike <[redacted]; Herring, Milton <[redacted]>; Mattucci, Aurelio <[redacted]>; Rizzo, Geoffrey <[redacted]ity Clerk <[redacted]; Barthe-Jones, Eleanor <[redacted]
Subject: Re: Coyote Issue for Nov 27th meeting

Dear Council,
This just happened today in Placentia! A 3yr old bitten in the head by a coyote.

How many more attacks and blood shed before we do something?

https://patch.com/california/orange-county/coyote-attacks-toddler-placentia

Sincerely,
Sharon Pizzulli

On Monday, November 19, 2018, 10:07 AM, Sharon Pizzulli [redacted] wrote:

To The Mayor and Council of Torrance,

PEASE do **not** keep the same coyote plan from 2016 (when this issue got exasperated and now is ten times worse). It isn't working.

While we wait for the next city council meeting regarding the coyotes, more pets are being killed every day. Another dog got carried away on ANZA and DEELANE in TORRANCE on 11/14/18. Blood dripping everywhere all the neighbors saw it. The SPCA even came out.

PLEASE we need the city to prepare a new CEQA EIR. The EIR should include the impacts of the supported plan as well and be performed by a neutral organization.

Also, I feel the color code level for Orange needs to be updated:

Level Orange – Coyote entering a yard - Your plan reads, "If MUTLIPLE incidents have occurred in the same vicinity within a short amount of time, lethal removal may be considered". It should read FOR EVERY incident of a coyote entering a yard or a pet loss, lethal removal should be considered. The coyote will always come back if there is nothing to fear.

Multiple incidents of pet deaths have been taking place for the last two years in Torrance and it's getting worse because nothing is being done. We **cannot** accommodate these predators.

When our pets are being killed in their own back yard, there absolutely needs to be a consequence to the coyote or it will keep doing it. (Right now the coyote thinks it's okay to hunt in our back yard since there is no danger or repercussions).

Coyotes need to know they should not be entering into back yards (They need consequences so they learn).

Also, there are humane traps that hold the foot and are so safe that a human can put their hand in it and there is no pain. Its just like a pair of handcuffs. (I will show a video at the meeting.)

PLEASE THE COMMUNITY IS BEGGING YOU,

Sincerely,
Sharon Pizzulli

From: "[redacted]>
Date: November 19, 2018 at 6:18:02 PM PST
To: [redacted]
Subject: Please stop killing coyotes!

Message to Patrick J. Furey:

I was disgusted to learn that at least seven coyotes have been killed in Torrance since August. Not only are lethal measures 100 percent ineffective, they're also extremely stressful for any wild species. The traps used (even the padded or rubber-coated variety) are extraordinarily cruel—ensnared animals often sustain horrific injuries in their frantic attempts to escape. Killing also tears wild families apart, leaving orphaned young to starve, and traps endanger companion animals as well as protected wildlife.

Please pursue only humane, long-term solutions that have proved effective in other cities, such as Arcadia, Pasadena, South Pasadena, and many others in the state and throughout the country.

Thank you.

Sincerely,
Ms. Rebecca Hoeschler
[redacted]
El Segundo, CA
US
[redacted]

From: Janet Schoenfeld <[redacted]>
Date: November 19, 2018 at 5:03:32 PM PST
To: [redacted]
Subject: Public Comment: 11/27 Item 9C

Public Comment Submitted for City Council Meeting of 11/27/2018

Agenda Item 9C

Dear Mayor Furey,

The coyote issue is a challenge for Torrance and indeed for all communities in the South Bay area. It's a shared challenge and it requires a cooperative, thoughtful approach with the full engagement of both citizens and various jurisdictions' government agencies. I am a former Torrance resident currently residing in RPV. My family and I spend significant time and money in Torrance at its shopping, entertainment, and recreational destinations.

I'm writing today to urge that Torrance officials pursue the following measures offered in Staff report concerning Options Regarding 2016 Urban Coyote Management Plan:

1. Maintain the 2016 Urban Coyote Management Plan ("CMP") and conduct robust educational and outreach initiatives;
3. Hire a full-time civilian program Staff Assistant to oversee the CMP;
4. Request Los Angeles County to develop a Regional Coyote Management Program;
5. Specify and enforce Wildlife Feeding Consequences;
6. Establish a 24/7 phone hotline for reporting coyote activity;
7. Enhance mobile platform for reporting (either use Torrance platform or partner with an established platform such as Coyote Cacher), and

8. Staff weekend and holiday response teams using the City's park rangers.

Torrance has a robust, well considered CMP. An important first step is for both the citizens and the municipality to adhere to its provisions. Education is the nonnegotiable, absolute first step. Without public engagement in actively deterring coyotes, even the most drastic and expensive controls will serve only as stopgap measures with minimal preventive value. Partnership with neighboring cities and even with LA County will help leverage resources and strategize together to address a shared challenge.

Thank you for your consideration and for your leadership in this matter.

Sincerely,

Janet Schoenfeld Mori

From: Ruth Hart [redacted]
Sent: Monday, November 19, 2018 3:10 PM
To: Furey, Pat; Chen, George; Goodrich, Tim; Griffiths, Mike; Herring, Milton; Mattucci, Aurelio; Rizzo, Geoffrey
Cc: Poirier, Rebecca
Subject: Coyotes - Item 6A for 11/27 Agenda

I am writing in reference to item 6a on the City Council Agenda for November 27, 2018. I have previously expressed my views on the coyote problem in Torrance and surrounding communities and I have attached that information to this email. What I want to do here is express my views on the Options submitted by the Police Department. As before, I apologize for the length of this email but the 3 minutes available for oral presentation at the City Council meeting is completely inadequate for me to express everything that needs to be said.

At the September 18th meeting, Mayor Furey made the decision to limit public comments to one hour. As it turned out, this provided sufficient time for all interested members of the community to speak, but there was only one representative of the Animal Rights community in attendance at that meeting. Based on the number of emails from PETA included in the agenda, that will not be the case this time. This is too important an issue to limit discussion, whether or not that extends the length of the meeting to a very late hour. It is important that ALL views be heard.

By the way, as I'm sure you realize, the emails from PETA supporters were all generated automatically by pushing a button on the PETA website. Most of the correspondents do not live in the South Bay, and only a few live in Torrance. These people do not have to live with the daily consequences of letting coyotes roam wild in an urban environment. You can see the PETA agenda at the following link:

https://support.peta.org/page/7816/action/1?locale=en-US

Following are my specific comments on the recommendations by the Police Department:

1. Maintain the Urban Coyote Management Plan

One definition of insanity is doing the same thing over and over again and expecting a different result. Maintaining the 2016 plan would be an insane action. This plan is totally inadequate for controlling the coyote population and has a number of flaws, at least one of which is fatal. The tiered Coyote Response Plan looks good, but it makes no sense, except to promote coexistence with coyotes. Here are my specific criticisms:

- As I said in my earlier email, the current plan is reactive, not proactive. No action is taken until some undesired coyote behavior is observed. But it is already too late at that point. The coyotes are one step ahead of us. We should be acting to **prevent** certain behaviors, not **react** to them.

- In many cases, the response to a specific coyote action is inadequate. For example, action should be taken against any coyote that enters a yard, especially one with pets. Hazing is effective in the near-term, in getting a coyote to leave for the moment, but recent studies have shown that hazing is ineffective in changing long-term coyote behavior. (See the attachment for details.) Furthermore, the hazing guidelines tell us that we shouldn't haze an injured coyote, but not all injuries are visible, and the average layman has no way to determine if a specific coyote is injured. Likewise, if an animal is injured or killed in its own yard, lethal removal should be recommended; that is, that should be in the red, not orange, tier.

- The most severe (and, in my view, fatal) problem with the tiered response plan is that, even when lethal removal is considered or recommended, there is no way to identify the offending animal, since the coyotes are not tracked. Even if Animal Control were to respond immediately, the coyote would be long gone. There is no way to identify the offending animal and thus it is free to resume its predatory ways. This is why in the 2 years since the plan has been adopted, the only coyotes that have been lethally removed are the seven trapped by Los Angeles County in the Walteria Sump and the one injured coyote that was captured near the major intersection of Torrance and Anza and humanely euthanized thereafter. It, or another coyote, was seen stalking children walking to a nearby school earlier that morning.

The only conclusion to be drawn is that the plan is designed to promote coexistence with coyotes. This is an unrealistic goal, simply because no one has yet succeeded in getting the coyotes to modify their behavior. Coexistence implies that the entire responsibility of "coexistence" belongs to humans.

2. Direct staff to conduct CEQA analysis to measure any adverse impacts of a full time coyote trap and euthanize program.

I support this recommendation. For one thing, the experience of the City of Arcadia demonstrates that there would be financial consequences to the city if a Trap and Euthanize Program were adopted without such a plan. HOWEVER, I would request that the staff ALSO conduct CEQA analysis of the current Coyote Management Plan, which would include things such as impact on other wildlife (foxes, raccoons, skunks, squirrels), pets, and humans, including psychological impacts on residents.

Based on the results of the CEQAs, I would hope that the city would invest in a full-time Trap and Euthanize Program. Since coyotes are on the "least concern" tier of the Endangered Species Act, I see no adverse impact to their overall population. On the other hand, since they have no natural predators in this area, their population will continue to increase unchecked without human intervention.

3. Hire full-time civilian program Staff Assistant

This is a good idea. However, if the city cannot afford both a Staff Assistant and a Trap and Euthanize program. I strongly recommend that they implement the latter. Therefore, I don't recommend approval of a Staff Assistant at this time. Also, the person hired must not have a political agenda and must not blame residents if their pets are killed.

4. Request Los Angeles County to develop a Regional Coyote Management Program

I strongly support this recommendation. Coyotes do not respect city boundaries and pushing them out of only one community will not work. This program should recognize differences between communities which border wilderness areas, where coyotes have lived for many years and generally don't interact with people, and urban communities, such as Torrance, Long Beach, and Culver City, where coyotes have recently taken up residence and have presented a problem to both people and domestic animals.

5. **Post quarterly reports to City's website regarding coyote activity**
6. **Establish 24/7 phone hot-line for residents to report coyote activity**
7. **Enhance mobile platform for photographic and geocode reporting**
8. **Weekend follow up utilizing City's Park Rangers**

I support these recommendations for improving the reporting process. However, it should be realized that NONE of these recommendations will have ANY impact on the number of predator coyotes roaming our streets. Furthermore, as long as the public does not believe that the city really cares about their concerns, there is no incentive to report to the city. There is a reason that many more incidents are reported to the Facebook site than to the city. The city has a public relations problem, but frankly, any money spent on these efforts could be better spent on controlling the coyote population through a Trap and Euthanize program.

Thank you for your consideration. I look forward to (briefly) addressing the Council on November 27th.

Ruth Hart
[redacted]
Redondo Beach, CA 90277 (Hollywood Riviera, City of Torrance)

[redacted]

From: Jacquie Gomez <[redacted]>
Date: November 19, 2018 at 12:58:03 PM PST
To: [redacted]
Subject: Coyotes PROBLEMS

Mayor,

The city has allowed the population of coyotes to get completely out of hand! When are you going to bring back trapping and euthanize of coyotes?

The residence of Torrance deserve protection from these predators! Pets are being killed on a daily basis by coyotes. Children's lives are literally in danger!

We are scared for our families safety!

Attachment A

TORRANCE

Press Release
Police Department
September 26, 2018

Coyote Management & Response

On Wednesday, September 26, 2018, at approximately 8:27 AM, a Torrance Police Crossing Guard reported a coyote in the area of Torrance Boulevard and Anza Avenue where multiple residents were walking with their children. The Torrance Police Department received additional information that the coyote appeared sick.

Adhering to the City of Torrance Coyote Management Plan, Torrance Police Department Animal Control Officers immediately responded due to the potential threat to public safety. Patrol Officers were also dispatched to assist with this incident.

Within an hour, Animal Control personnel were able to catch the coyote. In accordance with state law prohibiting the relocation of this animal, the coyote was transported to a local veterinarian hospital where it was later euthanized.

To preserve public safety, the Torrance Police Department will continue to abide by the City of Torrance Coyote Management Plan. This Plan enables the City to manage the amplified presence of coyotes with an emphasis on education, hazing, and only consider employing lethal means of removal only when the safety of the public is at risk.

This investigation was conducted under the command of Torrance Police Captain Mark Underwood of the Special Operations Bureau. Anyone with information regarding this incident is encouraged to contact the Torrance Police Department at (310) 328-3456 (DR# 18004637).

Sergeant Ronald Harris
Torrance Police Department Public Information Officer
(310) 618-5888
RHarris@TorranceCa.gov

###

TORRANCE POLICE DEPARTMENT
3300 CIVIC CENTER DRIVE, TORRANCE CALIFORNIA 90503
TPD 181 (Rev. 1/06)

From: leslee pitschke <[redacted]>
Date: November 19, 2018 at 12:04:41 PM PST
To: [redacted]
Subject: Coyote issue

We need to bring back trapping and euthanization in our city of Torrance. Otherwise someone is going to get hurt by a coyote or arrested for taking action into their own hands.

Thank you,
Leslee Pitschke and family

-------- Original message --------
From: Erin Cotton <[redacted]
Date: 11/19/18 12:22 PM (GMT-08:00)
To: "Furey, Pat" [redacted] "Chen, George" <[redacted],
"Goodrich, Tim" [redacted], "Griffiths, Mike"
<[redacted], "Herring, Milton" <[redacted], "Mattucci,
Aurelio" <[redacted]>, "Rizzo, Geoffrey" <[redacted]>
Subject: Re: Coyote Issue

Hello, Please vote to trap/euthanize coyotes on Nov 27 and control the population. I am very concerned for the quality of life for the people that reside in Torrance. Thank You, Erin Cotton

Attachment A

From: Erin Cotton <[redacted]>
Sent: Monday, September 17, 2018 6:18 AM
To: [redacted]
Subject: Coyote Issue

Hello,
About a month ago the first thing my eyes saw on my phone was a picture of a mauled dog lying dead on my neighbors lawn. My neighbor was going out for an early walk, and this is what she came across. This is horrible! As a lifelong Torrance resident (I also have a community garden in coyote zone), I expect our city government to take action AND listen to the good folks of this city who voted you in office.

Please keep this item on the agenda, and listen to what these people have to say. It is a problem you can not ignore anymore.

We shouldn't have to live in fear in Torrance.

Thank You,
Erin Cotton

Attachment B

From: "[redacted]>
To: "Furey, Pat" <PFurey@TorranceCA.gov>, "Mattucci, Aurelio" <AMattucci@TorranceCA.gov>, "Goodrich, Tim" <TGoodrich@TorranceCA.gov>, "Rizzo, Geoffrey" <GRizzo@TorranceCA.gov>, "Chen, George" <GChen@TorranceCA.gov>, "City Clerk" <CityClerk@TorranceCA.gov>, "Barthe-Jones, Eleanor" <EBJones@TorranceCA.gov>, "Griffiths, Mike" <MGriffiths@TorranceCA.gov>, "Herring, Milton" <MHerring@TorranceCA.gov>
Subject: Coyote Agenda Nov 27th -Petition with Torrance Sigs only

To the Mayor and the Council members please find the attached signatures for Torrance residents only. I previously submitted my entire petition with over 1000 signatures and this is an addendum to that petition which this shows Torrance residents only.

241 Torrance Residents Signatures
Demand Coyotes Posing threat to Public Safety be removed

	First Name	Last Name	City	State/Prov	Country	Why is this important to you?
1	Joni	Weiss	Torrance	California	United Sta	The safety of my pets and children in the neighborhood
2	Tim	Alderete	Torrance	California	United Sta	Coyotes have taken my dogs and killed them and all the neighborhood cats are
3	Natalie	Tisherman	torrance	California	United Sta	To get rid of these terrible predators. They are killing our innocent pets and at
4	Debbie	Shewfelt	Torrance	California	United States	
5	Mary	Kotecki	Torrance	California	United Sta	I use to enjoy walking my dog at night. It was a stress reliever for me. Now Iâ€
6	Kimberly	Pittman	Torrance	California	United Sta	There was a den found at the end of my street with the carcusses of 6 dogs an
7	Jennifer	DobosBubi	Torrance	California	United Sta	My quality of life
8	Jacquie	Gomez	Torrance	California	United Sta	The coyotes are adapting and are out during the day humans have bern attack
9	Pamela	Conbar	Torrance	California	United States	
10	Patti	Harrison	Torrance	California	United Sta	The coyotes are killing our pets and soon they may attack people. My animals
11	Sally	Lopez	Torrance	California	United Sta	The welfare of our petd
12	Judith	Simmons	Torrance	California	United Sta	Iâ€™m not living in a safe community with maraudeing predator coyotes. My
13	Nancilyn	Burruss	Torrance	California	United Sta	Coyotes have negatively impacted the life of my family and my pet. We live in
14	Kevin	Tanaka	Torrance	California	United Sta	Because the city dwellers have no clue what a wild animal will do to survive! S
15	Erin	Keady	Torrance	California	United Sta	Because coyotes sightings and attacks are becoming too common in my neighl
16	Debbie	Meny	Torrance	California	United Sta	Coyotes do not belong in our cities with around our children or around our Ou
17	Kathryn	Turman	Torrance	California	United Sta	Are children and pets deserve to be safe in our yards and neighborhoods.
18	Tricia	Sholl	Torrance	California	United Sta	I have small pets and children, and their protection is more important to me th
19	Lorene	Floyd	Torrance	California	United Sta	My cat was killed and I fear for all the animals.
20	karen	cofer	Torrance	California	United States	
21	Elizabeth	Choi	Torrance	California	United States	
22	Cheryl	Barnett	Torrance	California	United States	
23	Marilyn	Day	Torrance	California	United States	
24	michelle	Johnson	torrance	California	United Sta	It is sad that we have to live in fear for our pets and ourselves...
25	Randy	Garrett	Torrance	California	United Sta	I found remains of a cat that had been gnawed to the bone on my lawn recent
26	Courtney	Piscitelli	Torrance	California	United Sta	Coyotes killing cats daily around my neighborhood, next will be children!
27	Cindy	Szerlip	Torrance	California	United Sta	I live in a neighborhood besieged by coyotes.
28	Gina	Alvarez	Torrance	California	United Sta	We are very concerned as to the fact they have no fear for humans at all. We
29	Aurelio	Mattucci	Torrance	California	United States	
30	Laura	Felix	Torrance	California	United Sta	I have small dogs & children that canâ€™t go out in the backyard unless closel
31	Shana	Baldwin	Torrance	California	United States	
32	Nori	Taylor	Torrance	California	United Sta	Trapping them is being nice. I'm all for just shooting 'em!
33	Dana	Davis	Torrance	California	United States	

34	Amanda	Pease	Torrance	California	United Sta	I have dogs and Iâ€™m tired of seeing so many around our home. And I donâ€
35	Kimberly	Bright	Torrance	California	United Sta	Animals in my neighborhood have been murdered on several occasions. Coyot
36	Peggy	Pifer	Torrance	California	United Sta	I have animals and itâ€™s out of control
37	scot	crofut	torrance	California	United Sta	SAFETY OF HUMANS AND ANIMALS.
38	Sherri	Oye	Torrance	California	United States	
39	Vicki	Jackson	Torrance	California	United Sta	My dog, Molly, was attacked two years ago by a coyote that jumped our fence
40	Ila	Vafa	Torrance	California	United Sta	I lost my beautiful Yorkie to these devil dogs.. they are stalking my backyard. V
41	Irina	Denitskaya	Torrance	California	United Sta	I have little grandkids, who play at our yard. I have a dog and two cats, who ar
42	Monique	Happy	Torrance	California	United Sta	Cats, possums, skunks, raccoons and other critters are being decimated in our
43	Jennifer	Dobos	Torrance	California	United States	
44	Sandra	Goetz	Torrance	California	United States	
45	Jeanette	Wolff	Torrance	California	United Sta	Coyotes have taken away my freedom of living safely and my ability to keep m
46	Linda	Gottshall-S	Torrance	California	United Sta	Because I have a puppy and a medium size dog and would like to be able to all
47	Melissa	Glorioso	Torrance	California	United Sta	DUH, the coyote population has exploded since there is no higher predator. It
48	Ricki	Decker	Torrance	California	United Sta	These coyotes are getting. Older and bolder, and have no fear of humans. The
49	Deborah	Beach	Torrance	California	United States	
50	Nicolle	Fazis	Torrance	California	United States	
51	Lori	Zern	Torrance	California	United Sta	I have a dog that is part of my family.
52	Mark	Glover	Torrance	California	United Sta	The coyote problem in Southern California is so far out of control that Public S
53	Chrryl	Deppe	Torrance	California	United Sta	Itâ€™s time to take back our freedom to own pets without fear of the dying fr
54	Marsha	Bannon	Torrance	California	United Sta	My backyard is next to the sump where coyotes live. I canâ€™t goin my backy
55	Kari	K	Torrance	California	United States	
56	Gloria	Vail	Torrance	California	United States	
57	Kristina	katsouridis	torrance	California	United States	
58	Danelle	Beach	Torrance	California	United States	
59	Barbara	Cocking	Torrance	California	United States	
60	Marla	S	Torrance	California	United Sta	The coyotes are predators and so co-existence in an urban area with family pe
61	Judy	Tolin	Torrance	California	United Sta	coyotes are invading our neighborhoods and attacking our pets! It has to stop
62	Samantha	Stout	torrance	California	United States	
63	Richard	Campbell	TORRANCE	California	United States	
64	Louis	Harley	Torrance	California	United States	
65	Patricia	Maki	Torrance	California	United Sta	The coyotes are starving - they are now out during the day and that absolutely
66	Anne	Basile	Torrance	California	United States	
67	teresa	davis	torrance	California	United Sta	I am in fear for my life as well as my dog. Im sick of NO ONE DOING ANYTHING

68	Jose	Gomez	Torrance	California	United Sta	My familys safety
69	Tracee	Peterson	Torrance	California	United Sta	Because these coyotes are getting way to aggressive to live in the city. They ha
70	Louise	Forsberg	Torrance	California	United States	
71	pam	sheerin	torrance	California	United States	
72	Paul	Gasper	Torrance	California	United Sta	To prevent heartbreak from losing a pet to a coyote.
73	sylvia	gonzales	torrance	California	United States	
74	Jennifer	Turquand	Torrance	California	United Sta	Our pets and children come first
75	Graham	Mac Innis	Torrance	California	United States	
76	Jen	Ralph	Torrance	California	United States	
77	Elisa	Sgobbo	Torrance	California	United States	
78	Susan	Lopez	Torrance	California	United Sta	Because coyotes pose a safety threat to the citizens and their pets
78	Todd	Turquand	Torrance	California	United Sta	Countless pets have been murdered and coyotes are growing at an alarming ra
79	Holly	Prieto	Torrance	California	United States	
80	Mary	Scotti	Torrance	California	United States	
81	Jeraldine	Tanemura	Torrance	California	United Sta	Please trap and release Coyotes back in the wild. Our childrenâ€™s and pets a
82	Kathleen	De Cuir	Torrance	California	United States	
83	Cecrlia	Nieto	Torrance	California	United Sta	Many pets are missing from our neighborhood.
84	Danielle	Poli	Torrance	California	United States	
85	Carrie	Bach	Torrance	California	United Sta	Lost a cat to coyotes. Still see them on occasion walking down our street at ni
86	Cheryl	Petrucelli	Torrance	California	United States	
87	Vikki	Hughes	Torrance	California	United States	
88	Joylene	Borg	Torrance	California	United States	
89	Rich	Masuda	Torrance	California	United Sta	They pose a danger to my dog and all the pets in the neighborhood. Many of n
90	Anita	Barth	Torrance	California	United Sta	For the safety of our neighborhoods! So many children and pets in danger!
91	Paula	La Rose	Torrance	California	United Sta	I have a cat. I don't think that humans and animals should be in danger becaus
92	Mariana	Adly	Torrance	California	United States	
93	Charles	Carroll	Torrance	California	United Sta	Coexistence of any definition is not an option in an urban environment where
94	rosine	sorbom	torrance	California	United Sta	I am concerned about the safety of our small children and pets. The coyotes h
95	Bonnie	McKaig	Torrance	California	United States	
96	Leanne	Dawson	torrance	California	United Sta	feel like a prisoner....cant go outside or let my kitties out at night (they used tc
97	Lileana	Mazariego	Torrance	California	United Sta	I have small pets that we consider family members and little kids on the block
98	Jodi	Caldwell	Torrance	California	United Sta	I love my pets and I'm tired of living in fear!!!
99	Kathy	Wixom	Torrance	California	United States	
100	Lavon	Heinemani	Torrance	California	United Sta	Because I think my animals should be able to be safe in my our backyard

101	Greg	Resin	Torrance	California	United Sta	IT'S UNSAFE HAVING THEM AROUND!
102	Julie	Meredith	Torrance	California	United Sta	Our pets are not safe in their own backyard. Cost of living here is expensive bu
103	Michael	Taylor	Torrance	California	United Sta	Cities will remove domesticated animals who roam the streets unattended un
104	Christina	Cole	Torrance	California	United Sta	Itâ€™s all about saving our peta
105	Roger	Evans	Torrance	California	United Sta	Two of my cats disappeared and my neighbors dog was grabbed by one in fror
106	Stacey	Bautista	Torrance	California	United Sta	They do not belong in an urban setting. Pets, children and adults should not h
107	Leslee	Pitschke	Torrance	California	United States	
108	Amber	Whitson	Torrance	California	United Sta	I want to let my children and animals play safely outside without worrying abo
109	Brett	Harris	Torrance	California	United Sta	They are in backyard frequently and have eaten two of my pets, it doesnâ€™t
110	Megann	Lee	Torrance	California	United States	
111	Rolando	Navalta	Torrance	California	United Sta	Iâ€™ve
112	Joseph	Risk	Torrance	California	United Sta	It's just a matter of time till one is bold enough to attack a child.
113	Janis	Verret	Torrance		Uganda	
114	Marian	Eskander	Torrance	California	United Sta	I love infrint of a park where there have been multiple sightings. How could th
115	Marla	Shwarts	Torrance	California	United Sta	I want the coyote/predators trapped and euthanized on a daily basis as they a
116	Crystal	Jarrett	Torrance	California	United Sta	We have owned our home for 20 years. Not once did we ever have a concern
117	Rita	Carroll	Torrance	California	United Sta	Loss of freedom in our own yard for human and pets in an urban community b
118	Rise	Howe	Torrance	California	United Sta	Our cat was killed by a coyote in 2016 the same morning our neighbor was ap
119	Kathy	F	Torrance	California	United Sta	I should be able to walk out into my backyard or let my dog out without havin
120	Linda	Lenton	Torrance	California	United Sta	Our dog was attacked in our backyard by a coyote
121	Chris	Mann	Torrance	California	United Sta	Urbanized Coyotes are bold, fearless and brazen. My infant son and dog are at
122	Susan	Garcia	Torrance	California	United Sta	Animals held hostage in our homes. Canâ€™t safely play,sun or take walk in th
123	Brian	Reynolds	Torrance	California	United Sta	They are killing our pets. They are increasing in numbers and feeling more em
124	Rich	Gossett	TORRANCE	California	United Sta	We need the Council's action now!!
125	William	Braaten	Torrance	California	United States	
126	Sonali	Mukherjee	Torrance	California	United Sta	Coyotes are dangerous to everyone because they are wild. They can be better
127	Laurie	Jester	Torrance	California	United Sta	A coyote attacked my dogs in my fenced backyard two years ago in broad dayl
128	Misti	Guenther	Torrance	California	United Sta	I have small pets and small children.
129	Kitty	Shiao	Torrance	California	United States	
130	marlene	grosch	Torrance	California	United Sta	I've lived here my entire life and never heard or saw a coyote until 2 years ago
131	Teresa	Coulter	Torrance	California	United Sta	Our pets should not be part of the food chain.
132	Terreah	Dietel	Torrance	California	United States	
133	Tina	Blakeman	Torrance	California	United Sta	Coyotes are predatory and carry disease that can be transmitted to pets and p
134	isabel	andrau	torrance	California	United Sta	My cat is gone, probably dead because of these coyotes in our area. I'm devas

135	Chang Soo	Noh	Torrance	California	United States	
136	Maria	Sepulveda	Torrance	California	United Sta	We have a dog and know coyotes are in the neighborhood and people walk fo
137	Michael	McIlroy	Torrance	California	United Sta	I have had two coyote sightings outside of my house and I have pets.
138	Judy	Emerson	TORRANCE	California	United States	
139	Kristal	Jetkins	Torrance	California	United States	
140	Kim	Vavak	Torrance	California	United Sta	personally having to supervise my furbabies just to go in our backyard yard is c
141	Emily	Atkins	Torrance	California	United Sta	Coyote killed one of my dogs....15 year old Silky Terrier weâ€™ve had since he
142	Sarah	Carter	Torrance	California	United Sta	Our pets are more important than these wild coyotes!!!
143	Melissa	Atkins	Torrance	California	United Sta	Safety of family and pets.
144	Lynne	Onak	Torrance	California	United States	
145	Robyn	Saldana	Torrance	California	United Sta	I have a small dog. I'm terrified to walk her and let her in the backyard. Have s
146	Monica	Blackey	Torrance	California	United States	
147	Virginia	Minami	Torrance	California	United Sta	Safety
148	Elizabeth	Dye	Torrance	California	United Sta	Because my puppy and I are now prisoners in my home. Not only can she not g
149	Elizabeth	MacDonal	Torrance	California	United Sta	Coyotes will attack children if the opportunity arises. Reduce the population n
150	Teresa	Bundoc	Torrance	California	United Sta	I am frightened for the safety of my 1 small dog and 3 cats...and my future gra
151	Mark	Scheidema	Torrance	California	United Sta	Too many pets have fallen victim to the escalating coyote population in the LA
152	Debra	Nawa	Torrance	California	United States	
153	Elizabeth	Clifford	Torrance	California	United Sta	Population of coyotes is getting out of so much that they are not afraid of peo
154	Gloria	Pedersen	Torrance	California	United Sta	Our pets and people deserve to live and to live in peace and safety.
155	Susan	Collins	Torrance	California	United Sta	I have already lost two cats to the coyotes and even had one in backyard fighti
156	Jan	Judah	Torrance	California	United Sta	Many coyote sightings and attacks/killings of domestic pets in my area. This is
157	Donald	Tippie	Torrance	California	United Sta	Have a toddler
158	Leslie	Estrada	Torrance	California	United Sta	.
159	Orlye	Stephenso	Torrance	California	United States	
160	John	Kwon	Torrance	California	United Sta	I love my pet and want to see anything that would harm it destroyed!
61	Kim	Cesario	Torrance	California	United States	
162	Irma	Mercado	Torrance	California	United States	
63	Melinda	Jennings	Torrance	California	United States	
164	Austin	Nuchols	Torrance	California	United Sta	Lost our dog Sammy to a coyote attack.
165	Nancy	Whiteheac	Torrance	California	United States	
166	Norma	Hostetler	Torrance	California	United Sta	Pets are like family. Wild coyotes should not be allowed to intrude into our ya
167	Christina	Cole	Torrance	California	United Sta	I don't feel safe in my own yard and have too look over my shoulder when I wa
168	Shelley	La Rue	Torrance	California	United Sta	Because I have dogs and cats and family that I worry about. They are not safe.

69	Jacqueline	Thompson	Torrance	California	United States	
70	I	Mercado	Torrance	California	United Sta	As a pet owner breaks my heart to see so many fur babies been kill.
71	Jil	S	Torrance	California	United Sta	As a small pet owner and knowing people who have lost or had injured pets du
72	Alyssa	Diaz	Torrance	California	United Sta	Public safety on top of our pets safety is becoming a real threat as they contin
73	Nicholas	Acosta	Torrance	California	United States	
74	Paul	Gasper	Torrance	California	United States	
75	Patty	Burkhardt	Torrance	California	United Sta	I am so tired to leave in fear. When, I walked out my front door, I have to look
76	Terry	Maglietto	Torrance	California	United States	
77	Matt	Girouard	Torrance	California	United Sta	Coyotes have killed 2 neighbor's pets. We've seen coyotes running down Mon
78	susan R	Mulledy D	Torrance	California	United States	
79	Colleen	Johnson	Torrance	California	United Sta	I have three cats that can no longer go outside. Several of my neighbors have l
180	Mike	Moran	Torrance	California	United States	
181	Marc	Danziger	Torrance	California	United States	
182	Michele	Cahill	Torrance	California	United Sta	Iâ€™m sick of hearing about peopleâ€™s pets being killed by coyotes that don
183	Jerry	Blanks	Torrance	California	United Sta	For the safety & quality of life of my family & pets
184	Elin	Tachin-Livi	Torrance	California	United Sta	My cat was killed by a coyote. I don't want this to happen to other pets.
185	Ramiro	Andrade	Torrance	California	United Sta	For the safety of my kids.
186	Jacquie	Gomez	Torrance	California	United Sta	For the safety of our residence and children and fur babies.
187	Robin	Hill	Torrance	California	United Sta	Coyotes pose a threat to public safety.
188	Rosalinda	Walcher	Torrance	California	United Sta	I'm tired of living in fear for the safety of my small pet and all other pets and k
189	Elizabeth	Choi	Torrance	California	United States	
190	Stuart	Fujinami	Torrance	California	United Sta	I have pets and am concerned about the safety of my neighborhood!
191	Khandice	Smith	Torrance	California	United States	
192	Anjanette	Reyes	Torrance	California	United Sta	I have a small pet that I canâ€™t even let outside by himself.
193	Pamela	Santonello	Torrance	California	United Sta	I had a dog killed by coyotes years ago and I understand the anguish these pec
194	Tina	Wagner	Torrance	California	United States	
195	Dan	Thomas	Torrance	California	United States	
196	Dianne	Scheidema	Torrance	California	United Sta	To protect the citizens of Torrance and surrounding communities, as well as ou
197	Katie	Mann	Torrance	California	United States	
198	Bill	Everett	Torrance	California	United Sta	Coyotes must go 1 way or another but get them out of torrance
199	Nancilyn	Burruss	Torrance	California	United Sta	I no longer feel safe walking alone with my little dog in the evening when I alw
200	Maureen	Ruiz	Torrance	California	United States	
201	Sarah	Matthews	Torrance	California	United States	
202	Susan	Tanori	Torrance	California	United Sta	Safety reasons

203	Trisha	Maes	Torrance	California	United States	
204	Hal	Rounds	Torrance	California	United States	
205	Rod	Guyton	Torrance	California	United Sta	Safety first
206	Kathy	Fruth	Torrance	California	United Sta	A coyote killed our cat in front of our house. We chased it throughout our neig
207	Cheryl	Deppe	Torrance	California	United Sta	There are too many coyotes in our neighborhood now
208	Bob	Grimes	Torrance	California	United Sta	To protect our pets.
209	Lois	Sandeen	Torrance	California	United States	
210	Karen Tina	Greene	Torrance	California	United Sta	i have pets i cant let outside
211	Christine	Bolinas	Torrance	California	United States	
212	Robin	Smith	Torrance	California	United Sta	While letting my dog out in the backyard to go to the bathroom I noticed a coy
213	Christy	Hyer	Torrance	California	United States	
214	Charles	Sanborn	Torrance		Ukraine	I do not want my dog killed by an animal that should hunt only in the wild. Ca
215	Terry	Ison	Torrance	California	United Sta	Children will be next.
216	Michele	Gravett	Torrance	California	United Sta	Because so many pets have been killed and there are so many heartaches and
217	Claudina	Vuotto	Torrance	California	United Sta	My grandchildren are not allowed in my backyard because of these coyotes th
218	Terri	Lucas	Torrance	California	United Sta	I am frightened and concerned for the safety of our children and pets. We sho
219	Hayley	Demar	Torrance	California	United States	
220	Valerie	Laflamme	Torrance	California	United Sta	Safety if children and pets
221	Karen	Houske	Torrance	California	United States	
222	Christy	Kennedy	Torrance	California	United States	
223	Nicole	Bynon	Torrance	California	United States	
224	Tricia	Sholl	Torrance	California	United Sta	Protect my children & pets.
225	Mark	Glover	Torrance	California	United States	
226	Susan	Gietzen	Torrance	California	United States	
227	Chenoa	Sloss	Torrance	California	United Sta	We have pets and kids and while we are mostly indoors we do like to enjoy ou
228	Jennifer	Johnson	Torrance	California	United Sta	I was in my backyard with my small dog and a coyote jumped up on the wall o
229	Mechele	Rodriguez	Torrance	California	United Sta	safety
230	Adonica	Keese	Torrance	California	United Sta	I don't feel safe letting my pet and children outside on their own.
231	Kathryn	Saldamand	Torrance	California	United Sta	My pet was killed and several in my area experienced the same horror of seeir
232	Wendy	Moon	Torrance	California	United States	
233	Christie	Torres	Torrance	California	United Sta	Safety
234	Irmgard	Lake	Torrance	California	United Sta	Public Safty
235	Roman	Hernandez	Torrance	California	United States	
236	Brittany	Beebe	Torrance	California	United Sta	Our petâ€™s safety.

237	Joe	Palompo	Torrance	California	United Sta	Sooner or later a little child is going to get harmed.
238	Kevin	Lenton	Torrance	California	United States	
239	Celeste	Mattucci	TORRANCE	California	United States	
240	Kaity	O'Keefe	Torrance	California	United States	
241	Mark	Tsuneishi	Torrance	California	United States	

Exhibit 7

AN INTERNATIONAL ORGANIZATION DEDICATED TO PROTECTING THE RIGHTS OF ALL ANIMALS

PETA FOUNDATION

PEOPLE FOR THE ETHICAL TREATMENT OF ANIMALS FOUNDATION

Washington
1536 16th St. N.W.
Washington, DC 20036
202-483-PETA

Los Angeles
2154 W. Sunset Blvd.
Los Angeles, CA 90026
323-644-PETA

Norfolk
501 Front St.
Norfolk, VA 23510
757-622-PETA

September 17, 2021

Mayor Eric Alegria
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

Via E-mail: eric.alegria@rpvca.gov

Re: Letter Advising Opposition to Proposed Coyote Trapping Program

Dear Mayor Alegria:

I'm writing on behalf of People for the Ethical Treatment of Animals (PETA)—PETA entities have more than 9 million members and supporters globally—to convey our opposition to coyote trapping. It has been brought to our attention that Rancho Palos Verdes is considering awarding a contract services agreement to Coyote, Wildlife & Pest Solutions, Inc. to conduct coyote trapping. Not only is coyote trapping cruel and damaging to the environment, but it is also ineffective. Additionally, any decision to move forward with a contract to trap and kill coyotes without conducting the requisite environmental analysis arguably violates the California Environmental Quality Act ("CEQA"). Indeed, the City of Arcadia quickly rescinded a similar plan in response to a lawsuit filed by PETA and Arcadia resident Sarah Rosenberg, which alleged that the city council of Arcadia had unlawfully voted to approve a coyote-trapping plan without first considering the impact on the environment, as required under CEQA. After scrapping the coyote trap and kill plan, settling the above-mentioned suit, and paying PETA $15,000 in legal fees, Arcadia implemented a widely successful comprehensive coyote management plan focused on education and non-lethal alternatives.[1] For the reasons detailed below, we urge you not to move forward with the trapping program.

Trapping devices are notoriously indiscriminate as there is no way to solely target coyotes. This poses large risks to companion animals and "nontarget" wildlife, including protected species. Animals are left struggling to escape until they are overcome with exhaustion, shock, exposure to the elements, and even death. Even if the traps do not kill them, they are certain to sustain great injuries and trauma from being trapped.

In addition to the inherent cruelty of trapping programs, they are also destructive to the environment. Coyotes are an important part of our environment, as they help keep many populations under control; without coyotes, rodent populations are likely to explode. Coyotes also increase bird diversity and abundance. As a

[1] *See, e.g.*, Annakai Geshlider, Report Card: Managing Coyotes Regionwide in the San Gabriel Valley, Pasadena Star-News (Jul. 6, 2021), https://www.pasadenastarnews.com/2021/07/04/report-card-managing-coyotes-regionwide-in-the-san-gabriel-valley/.

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consequence of coyote trapping and death, coyotes reproduce at faster rates resulting in doubling or tripling of the number of pups who all need to be fed. This leads to larger animals such as deer becoming prey rather than the usual rodents and rabbits, further disrupting the ecosystem. Additionally, through preying on rodents and other animals, coyotes help control disease transmission by reducing the spread of diseases such as plague, hantavirus, and Lyme disease.

In light of the important role coyotes play in the maintenance of a healthy ecosystem, the proposed commencement of trapping conflicts with Rancho Palos Verdes' Natural Community Conservation Plan and Habitat Conservation Plan ("NCCP/HCP")—a "comprehensive habitat protection program that addresses multiple species habitat needs and the conservation of natural communities in the City of Rancho Palos Verdes."[2] This important Plan seeks, in part, "to maintain biological values of the Preserve over time by reducing human-related impacts to Covered Species and their habitats," and to "ensure that the biological values of natural resources . . . are maintained over time."[3] To achieve the biological objectives of the NCCP/HCP, the Plan mandates, in part, "institu[ting] an educational program to explain the role and necessity of large native predators within the ecosystem and the need to protect them from disturbance."[4]

Not only does Rancho Palos Verdes' proposed plan conflict with the City's NCCP/HCP, its significant effects on the environment arguably require the preparation of an environmental analysis under CEQA.[5] As noted above, in 2017 the City of Arcadia paid $15,000 to settle a lawsuit that contended that Arcadia's city council approved a coyote-trapping contract without an environmental report mandated by CEQA.[6] In response, Arcadia successfully adopted non-lethal programs to address concerns about coyotes and, according to a City of Arcadia Staff Report, "[t]he evidence suggests that human/coyote interactions are becoming less frequent, less concerning, and that fewer residents are expressing concerns about how to interact with a coyote when one is seen near a residential neighborhood."[7]

Trapping and killing coyotes is not only cruel and detrimental to the environment, it is ineffective. Trapping and killing initiatives are ineffective at controlling coyote populations, as surviving pack members simply breed to replace coyotes that were killed and additional coyotes move in from neighboring areas due to the increased availability of food. Researchers from The University of Nebraska, Lincoln found that after randomly removing 60% of coyotes from the population, coyote

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[2] Rancho Palos Verdes, Natural Community Conservation Plan and Habitat Conservation Plan 140 (Nov. 19, 2019), https://www.rpvca.gov/DocumentCenter/View/17121/NCCPHCP.

[3] *Id.*

[4] *Id.* at 149.

[5] *See, e.g.*, 59 Ops. Cal. Att'y Gen. 173 (Mar. 30, 1976) (then-Attorney General Evelle Younger's opinion, which found that Mendocino County's annual budgeting and expenditure of funds for trapping predatory animals, including coyotes, was a "project" that may have a significant effect on the environment under CEQA, and therefore required the preparation of an environmental impact report prior to any expenditures).

[6] City of Arcadia, Arcadia History Collection, https://arcadiahistory.andornot.com/en/permalink/newspaper34928 (last accessed Sept. 17, 2021).

[7] Dominic Lazzaretto, Arcadia City Manager, Staff Report (Sept. 4, 2018), http://laserfiche.ci.arcadia.ca.us/WebLink/0/edoc/775091/Item%2012a%20-%20Coyote%20Management%20Plan%20Update.pdf.

populations recovered within one year.[8]

There are much more humane, environmentally friendly, and effective ways to work to alleviate issues associated with coyotes. Making areas unappealing via deterrents and curtailing food sources will encourage coyotes to move on naturally. Ammonia-soaked rags placed in dens will successfully repel coyotes, as they dislike the smell. Trimming vegetation away from buildings, trails, and fence lines will eliminate or at least reduce the number of hiding places for coyotes as well as their prey. Sonic deterrents, motion-activated sprinklers, flashing lights, and outdoor radios also work effectively to deter coyotes and their prey.

This integrative approach is *the only effective means of coyote control,* and its nonlethal nature makes it acceptable to the public. We hope to hear soon that Rancho Palos Verdes has not awarded a contract services agreement to conduct coyote trapping and will look into some of the alternatives suggested in this letter.

Thank you for your time and attention to this important matter, and if there are any questions please don't hesitate to reach out.

Very truly yours,

Zeynep J. Graves, Associate Director of Litigation
323-210-2263 | ZeynepG@petaf.org

[8] W.C. Pitt et al., *A new approach to understanding canid populations using an individual-based computer model: Preliminary results*, 18 Endangered Species 103-106 (2001).

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September 21, 2021

SENT VIA E-MAIL ZeynepG@petaf.org ONLY

Zeynep J. Graves, Esq.,
Associate Director of Litigation
PETA Foundation
2154 West Sunset Blvd.
Los Angeles CA 90026

Subject: Your Letter of September 17, 2021

Counsel:

We are the City Attorney for the City of Rancho Palos Verdes. As noted in my e-mail to you of September 17, 2021, your letter to the Mayor has been forwarded to us for review and a response. We are directed to advise you that the concerns raised in your letter are addressed in the City's comprehensive "Coyote Management Plan" (the "Plan"), and that your legal objections to the agenda item proposing to augment the City's existing program(s) are without legal merit.

First, your letter conflates objections to widespread, indiscriminate trapping of coyotes, with the focused augmentation program that the City Council will be asked to consider. In response to numerous citizen concerns, the City Council will consider entering into a contract with a certified and licensed trapper for selective "catch and removal" of coyotes based on the Plan's tiered response and who meet one or more of the following specific criteria:

(1) coyotes who have engaged in a take (resulting in injury or death) of domestic pets whether on a leash or in a yard,

(2) coyotes who are so habituated to human interaction as to lose the natural aversion to such interactions ***and*** who have exhibited aggressive behavior, including showing teeth, back fur raised, lunging, or nipping, and/or

(3) coyotes who have attacked a human being.

As we trust you are aware, the City has a long-standing, yet targeted, coyote trapping program through its contract with the Los Angeles County Agricultural Commissioner. The contract that will be presented for City Council consideration simply supports the Agricultural Commissioner in the tiered response in implementation of the Plan. Your objections seem to assume that the City will be engaged in large scale coyote population reduction or that coyote trapping is a *new* program for the City. Neither of these assumptions are accurate.

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As already noted, the City *currently* engages in coyote trapping through a contract with the Los Angeles County Agricultural Commissioner. This trapping is conducted in accordance with the protocols and procedures in the Plan.[1] Under this existing program, eight traps were set in the past year and one coyote was trapped. The contract that will be presented for City Council consideration will simply support this effort by responding to residents reports that meet the specific criteria noted above. There will be no wholesale coyote population reduction.

Second, the traps that will used are humane and have been approved for depredation by the State of California. Specifically, the trapper will use snare traps, which is a legal method for trapping coyotes. (*See* 14 CCR §§ 465.5 & 475.) Traps will be checked every 24 hours at a minimum and will be disabled on weekends.

While it is possible that non-targeted animals will be caught in the traps, the proposed trapper has informed the City that this is incredibly rare, based on its substantial and professional experience. PETA may believe that all trapping programs are "inherently cruel;" however, your letter fails to acknowledge the terror and trauma experienced by residents and their domestic pets who are attacked and sometimes killed by coyotes, not to mention other wildlife found in the City.

Third, the City fully concurs with PETA that a spectrum of approaches are needed for successfully managing coyotes in areas populated by humans. That is why the City began implementing its Plan back in 2013. Trapping is only one of ***a number of strategies*** identified for use of the City in the Plan. The opening section of the Plan, entitled "Goals," lays out this comprehensive outlook:

> "The goal of this Management Plan is to support coexistence with urban coyotes using education, behavior modification and development of a tiered response to aggressive coyote behavior. The tiered response requires active participation on the part of the entire community including residents, homeowners associations, volunteers and city personnel.
>
> This Management Plan is based on research and best known management practices and includes a full spectrum of management tools. Basic principles that guide this Plan are based on the following:
>
> 1. Urban wildlife is valued for biological diversity, as members of natural ecosystems, and reminders of larger global conservation issues.
>
> 2. Urban wildlife and wildlife habitats are important to Rancho Palos Verdes residents. Although urban environments are more favorable to some species than

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[1] Available at rpvca.gov/coyotes.

> others, coexistence is the foundation of City's general wildlife management programs.
>
> 3. Human safety is a priority in managing wildlife/human conflicts that pose a danger to people.
>
> 4. Preventive practices such as, reduction and removal of wildlife attractants, habitat manipulation (e.g. removal of potential coyote denning areas), and responding appropriately during human and wildlife interactions when interacting with wildlife are key to minimizing potential human conflicts.
>
> 5. Rancho Palos Verdes management techniques and decisions are based on a thorough understanding of the biology and ecology of urban wildlife species.
>
> 6. Education and communication are essential in supporting human and animal needs and coexistence.
>
> 7. Emphasis of this Management Plan is placed on preventative measures and nonlethal controls."

We invite your careful review of the City's Plan, which discusses the importance of public education, public outreach, and hazing, in addition to the option of trapping in limited circumstances. The City's Coyote Management Website[2] also includes links to multiple educational brochures from the Humane Society, including "Coyote Hazing Guidelines: How to Haze for Effective Reshaping of Coyote Behavior," "Preventing Coyote Conflicts: How to Keep Coyotes Out of Your Yard and Keep Your Pets Safe," and "Solutions for Coyote Conflicts: Why Killing Does Not Solve Conflicts with Coyotes."

Fourth, the City Council-adopted Natural Communities Conservation Plan/Habitat Conservation Plan ("NCCP/HCP") was created in partnership with the U.S. Department of Fish and Wildlife, the California Department of Fish and Wildlife, and the Palos Verdes Peninsula Land Conservancy. The NCCP/HCP covers 10 species consisting of 4 animals and 6 plants. The 4 animals protected by the NCCP/HCP include the Palos Verdes Blue Butterfly, El Segundo Blue Butterfly, Coastal California Gnatcatcher, and the Cactus Wren. Contrary to your letter, coyotes are ***not protected*** by the NCCP/HCP.

Finally, unlike the City of Arcadia, City staff have conducted, and the City Council of Rancho Palos Verdes will consider, appropriate environmental review of the contract that will be presented for possible City Council action. As best we can determine, the Arcadia City Council

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2 Available at rpvca.gov/coyotes.

did not consider its trapping contract to even be a "project" within the meaning of the California Environmental Quality Act ("CEQA") requiring any environmental review. Neither did Arcadia have a coyote management plan in place when that city initiated its trapping contract. The folly of that approach is evidenced by the litigation to which your letter makes reference.

On the other hand, the City, acting through its staff, ***has*** acknowledged that the proposed contract is a "project" for purposes of CEQA review. City staff ***have*** concluded, following review, the project is exempt from CEQA under the Guidelines. The grounds for this recommendation are detailed in the staff report, including our office's independent analysis of the applicable CEQA exemptions, for this agenda item. Your letter fails to address any of these identified exemptions, nor does it cite to any legal authority holding such exemptions would not apply under the circumstances of this proposed contract.

The City shares PETA's "dedication to the protection of all animals." We feel certain that your members will appreciate the City's "Coyote Management Plan," its current trapping protocols, and its proposed selective targeted "catch and removal" of coyotes meeting specific and narrow criteria represents both the "ethical" and "legal" balance required by the interaction of humans, their pets, and the wildlife population of coyotes.

Very truly yours,

William W. Wynder
of ALESHIRE & WYNDER, LLP

Copies: (v/e-mail only)
Honorable Mayor & Councilmember,
City of Rancho Palos Verdes
Mr. Ara Mihranian, AICP
City Manager
Mr. Ken Rukavina,
Community Development Director
Mr. Ramzi Awwad,
Public Works Director
Elena Gerli,
Assistant City Attorney

Exhibit 8

Council Meeting of
September 26, 2023

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services – Accept and File Status Report on Coyote Management Plan and Approve Second Amendment to Contract Services Agreement for Citywide Coyote Trapping Services. Expenditure: $79,200 (General Fund).

RECOMMENDATION

Recommendation of the Community Services Director that City Council:

1) Accept and file a status report on the City's Coyote Management Plan; and
2) Approve a second amendment to the contract services agreement with Coyote, Wildlife and Pest Solutions, Inc. of Anaheim, CA (C2022-069) in the amount of $79,200, for a new not-to-exceed contract amount of $213,600, to provide citywide coyote trapping services and to extend the term for a one-year period beginning October 8, 2023 and ending October 7, 2024.

FUNDING

Funding is available in the Community Services Department's fiscal year 2023-24 operating budget.

BACKGROUND/ANALYSIS

In response to increased public reports of coyote sightings, a Coyote Management Plan was first submitted to your Honorable Body in June 2016 to address coyote conflicts and educate the community about coyotes. In September 2018, your Honorable Body directed the Police Department to evaluate the Coyote Management Plan and to present any changes and updates. On September 10, 2019, your Honorable Body adopted the 2019 Coyote Management Plan Update, which established an annual trapping cycle between October and February, created a 24-hour coyote hotline, recommended hiring a Staff Assistant for the Program, and sought to enhance community education and outreach regarding coyote interactions.

On November 9, 2021, your Honorable Body received an update on the Coyote Management Program. The program update included data and reports for two cycles of coyote trapping services, the hiring of a part-time Coyote Management Staff Assistant, the Program transfer from the Police Department to the Community Services Department (August 2020), continued community education and outreach efforts, and regional collaboration and efforts.

As outlined in the 2019 Coyote Management Plan Update, the City procured trapping services for the annual trapping cycle in October 2021. The initial vendor procured was utilized for four weeks while a Request for Proposals for year-round trapping services was advertised. After two Request for Proposals processes, on November 9, 2021, your Honorable Body approved a contract services agreement with Coyote, Wildlife and Pest Solutions, Inc. (CWPS) of Anaheim, CA for

year-round trapping services. At the time, traps were active Monday through Friday and removed for the weekends. Staff was directed to provide a 6-month interval progress report, which was presented to your Honorable Body on April 26, 2022, of which your Honorable Body directed staff to continue with the abatement services through the year. On September 27, 2022, your Honorable Body approved of a first amendment to the contract with CWPS to change the trapping frequency to Monday through Sunday, and to allow the option for two additional one-year contract extensions. This second amendment to the contract with CWPS would increase the not-to-exceed amount by $79,200 and allow the City to exercise the option for a one-year term extension.

In the first year of service with CWPS, from November 2021 through September 2022, 31 coyotes were captured and removed with 7 coyotes recorded as deceased by other means (such as found dead). Trapping frequency had been Monday through Friday from November 2021 to May 2022, and then revised to include the weekends starting in May 2022. From October 2022 through August 2023, 23 coyotes were captured and removed. The contract costs to date have been consistent with the approved cost of services: $50,600 in the first year (November 2021 – October 2022), $79,200 in the second year (October 2022 – September 2023), and a projected $79,200 in this next year (October 2023 – September 2024).

California Environmental Quality Act (CEQA) Assessment Results

Included in their action on September 10, 2019, City Council adopted a Negative Declaration (EAS19-00001) and approved updates to the Coyote Management Plan which allowed the Torrance Police Department to enter a five-month active trapping season between the months of October and March. The Initial Study demonstrated that the proposed 2019 Program updates would not have a significant effect on the environment as provided in CEQA Section 15070(a).

On August 18, 2020, City Council directed the Community Services Department to explore the operational and financial feasibility of extending the coyote trapping season from 5 to 12 months. In response to this inquiry, the Community Development Department retained the consulting services of DUDEK, an external environmental planning firm, to conduct an analysis and determine if a potential extension of the five-month active trapping season to a year-round active trapping of coyotes is consistent with CEQA (Attachment E). The analysis determined no impacts to sensitive biological resources would occur from extending the five-month active trapping season to a year-round active trapping schedule.

Moreover, the analysis included a literature and database review for sensitive biological resources found within Torrance and the surrounding vicinity, and a review of the data collected by the Torrance Police Department Coyote Management Program. The thresholds for biological resources included in Attachment F (Environmental Checklist Form) of the CEQA Statute and Guidelines were used to determine if the proposed changes would cause a significant impact to existing sensitive biological resources. As noted in the analysis, a CEQA Consistency Analysis (Attachment F) had previously been conducted in 2019 for updates to Urban Coyote Management Plan and it found that there would be no impacts to sensitive biological resources from the implementation.

Pursuant to Public Resources Code Section 21166, no subsequent or supplemental analysis to the previously adopted Negative Declaration was required when your Honorable Body extended the five-month active trapping cycle to a year-round schedule. The facts supporting these findings are set forth in the attached CEQA Consistency Analysis (Attachment F) as: a) there are no

substantial changes that are proposed in the project which will require major revisions of the adopted Negative Declaration; b) there are no substantial changes that occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the previously adopted Negative Declaration; and c) no new information, which was not known and could not have been known at the time the Negative Declaration was adopted, became available.

Furthermore, per CEQA Guidelines Section 15162, no subsequent or supplemental analysis is required as no substantial changes are proposed which would require major revisions to the previously adopted Negative Declaration resulting from new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The facts supporting these findings are set forth in the attached CEQA Consistency Analysis (Attachment F). The trapping of coyotes is strictly regulated by the California Department of Fish and Wildlife. Trapping occurs on City owned property and on select private property that is at least 150 yards from any occupied structure or residence through access agreements.

Program Update

As of August 31, 2023, the following goals have been accomplished with ongoing activities:

- The City contracted year-round coyote abatement services
- Increased social media educational information and community coyote education content in Seasons Catalog, weekly Torrance e-Newsletter, New Horizons Community Monthly Newsletter, and a point-of-education display in the West Annex Lobby of City Hall
- Community outreach with emphasis on utilizing public reporting through the existing online portal, 24-Hour Coyote Hotline, and MyTorrance mobile device application
- Weekly and monthly coyote activity reports based on community reporting
- Coordinated outreach and education with Homeowners Associations and individuals reporting interactions
- Participated in the state-wide "Wildlife Watch" agency partner monthly meetings hosted by the California Department of Fish and Wildlife
- Shared coyote management best practices with regional agencies and municipalities
- Engaged the City Manager's Round Table at the South Bay Cities Council of Governments to initiate a regional approach to public education and share best practices for coyote mitigation

Next Steps

Staff will continue to collect data from coyote abatement services for the remainder of the services agreement term. The Program will also continue to implement community outreach and education in the following areas:

- Increase social media educational information and coyote content in Seasons Catalog and weekly Torrance e-Newsletter
- Identify hot spots for targeted intensive outreach and education
- Promote public reporting of coyote incidents via the online portal and MyTorrance mobile device application
- Utilize Torrance Neighborhood Associations for in-person and virtual educational forums and assessments of hot-spot areas to identify and mitigate coyote enticements, i.e. unsecured composting, open trash, feral animals, and unsecured pet foods
- Distribute information and guides for residents and businesses to conduct audits of their properties for the purpose of identifying and mitigating coyote attractants

- Collaboration with the City of Rancho Palos Verdes on a comprehensive community education package for adoption and implementation by all member cities of the South Bay Cities Council of Governments

It is the recommendation of the Community Services Director that your Honorable Body accept and file this update on the Coyote Management Plan and approve a second amendment to the existing contract with Coyote, Wildlife and Pest Solutions, Inc. for a new not-to-exceed amount of $213,600 and extend the services for an additional year through October 7, 2024.

Respectfully submitted,

JOHN LA ROCK
COMMUNITY SERVICES DIRECTOR

By _____
Shane Lee
Administrative Analyst

CONCUR:

_____
John La Rock
Community Services Director

_____
Aram Chaparyan
City Manager

Attachments:
A) Council Item 9H – September 27, 2022
B) Second Amendment to Contract Services Agreement C2022-069
C) First Amendment to Contract Services Agreement C2022-069
D) Contract Services Agreement C2022-069
E) California Environmental Quality Act (CEQA)
F) CEQA Consistency Analysis

ATTACHMENT A

Council Meeting of
September 27, 2022

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services – Accept and File Status Report on Coyote Management Plan and Approve First Amendment to Contract Services Agreement for City-Wide Coyote Trapping Services. Expenditure: $79,200 (General Fund).

RECOMMENDATION

Recommendation of the Community Services Director that City Council:

1. Accept and file a status report on the City's Coyote Management Plan; and
2. Provide Direction on Coyote Trapping Services for the next interval period; and
3. Approve first amendment to the contract services agreement with Coyotes, Wildlife and Pest Solutions, Inc. of Anaheim, CA (C2022-069) in the amount of $79,200 for a new not-to-exceed contract amount of $134,400 and to extend the term for one year through October 7, 2023; and
4. Appropriate $9,200 to the Community Services Coyote Management program expenditure budget.

FUNDING

$70,000 is available to provide weekday abatement services in the current Community Services Department Operating Budget. $9,200 is available in the fund balance of the General Fund for weekday and weekend abatement services.

BACKGROUND/ANALYSIS

In response to increased public reports of coyote sightings, a Coyote Management Plan was first submitted to your Honorable Body in June 2016 to address coyote conflicts and educate the community about coyotes. In September 2018, your Honorable Body directed the Police Department to evaluate the Coyote Management Plan and to present any changes and updates. On September 10, 2019, your Honorable Body adopted the 2019 Coyote Management Plan Update, which established an annual trapping cycle between October and February, created a 24-hour coyote hotline, recommended hiring a Staff Assistant for the Program, and sought to enhance community education and outreach regarding coyote interactions (Attachment A). On November 9, 2021, your Honorable Body received an update to the Coyote Management Program. The program update included data and reports for two cycles of coyote trapping services, the hiring of a part-time Coyote Management Staff Assistant, the Program transfer from the Police Department to the

Community Services Department (August 2020), continued community education and outreach efforts, and regional collaboration and efforts (Attachment B).

As outlined in the 2019 Coyote Management Plan Update, the City procured trapping services for the annual trapping cycle in October 2021. An interim coyote trapping services vendor was utilized for a four-week period between October and November prior to approval of a year-round trapping vendor agreement. On November 9, 2021, Your Honorable Body approved an agreement with a coyote abatement vendor for a year-round trapping service, expanding the seasonal trapping cycle through September 2022. The City entered into an agreement with Coyote, Wildlife and Pest Solutions, Inc. (CWPS) of Anaheim, CA, after two Request for Proposal open bid processes (Attachment C). The contracted cost with CWPS is $4,600 per month for an all-inclusive service that includes placements of traps. Traps are active Monday through Friday and removed on weekends. Your Honorable Body directed staff to provide a 6-month interval progress report, which was presented to Your Honorable Body on April 26, 2022 (Attachment D). At the time, the direction to staff was to continue with the abatement services provided by CWPS for an additional six months. The current contract term is set to expire on October 7, 2022.

Expenditures for the initial eight months of coyote abatement services with CWPS totaled $36,800, which is consistent with the $4,600 per month approved cost. Since services began in November 2021, a total of 28 coyotes have been captured and removed as of July 31, 2022. Additionally, 6 coyotes have been recorded as deceased by other means.

In efforts to continue working with CWPS for the next annual trapping cycle beginning in October, staff is presenting an amendment to the existing contract services agreement to include contract extension options. The vendor has expressed their willingness to continue working with the City should Your Honorable Body provide direction to extend the contract.

Staff has prepared two versions of the contract amendment, with the differences dependent on Your Honorable Body's direction regarding the trapping period and the trapping frequency (Attachments E and F). Both versions include an option for the City to extend the contract with two additional 1-year extensions. Current pricing would be unchanged for the contact extensions, which is $2,300 per every ten business days (Monday through Friday abatement services), or $4,600 per month. Staff requests direction from Your Honorable Body regarding the trapping period, which can continue with year-round abatement or restore to the six-month interval. Additionally, Your Honorable Body may provide direction on the weekly trapping schedule, which can continue for weekdays only (five days of trapping) or be expanded to seven days per week (Monday through Sunday).

Option 1:	Full Year Abatement Services (October 2022-September 2023) Monday through Sunday (*requires additional funding)	$79,200*
Option 2:	6 Month Abatement Services (October-March) Monday through Sunday	$39,600
Option 3:	Full Year Abatement Services (October-September) Monday through Friday	$55,200

Option 4:	6 Month Abatement Services (October-March) Monday through Friday	$27,600

Under the original contract, weekend abatement services were not available due to vendor staffing shortages. For the recommended contract amendment, CWPS has the ability to provide weekend services should Your Honorable Body provide direction for the options which include seven days per week (Options 1 & 2). The recommended amendment includes two (2) one-year renewal options to maintain the services and current pricing.

CEQA Assessment Results:

Included in their action on September 10, 2019, City Council adopted a Negative Declaration (EAS19-00001) and approved updates to the Coyote Management Plan which allowed the Torrance Police Department to enter into a five-month active trapping season between the months of October and March. The Initial Study demonstrated that the proposed 2019 Program updates would not have a significant effect on the environment as provided in California Environmental Quality Act (CEQA) Section 15070(a).

On August 18, 2020, City Council directed the Community Services Department to explore the operational and financial feasibility of extending the coyote trapping season from 5 to 12 months. In response to this inquiry, the Community Development Department retained the consulting services of DUDEK, an external environmental planning firm, to conduct an analysis and determine if a potential extension of the five-month active trapping season to a year-round active trapping of coyotes is consistent with the CEQA (Attachment G).

The analysis determined no impacts to sensitive biological resources would occur from extending the five-month active trapping season to a year-round active trapping schedule. The analysis included a literature and database review for sensitive biological resources found within Torrance and the surrounding vicinity, and a review of the data collected by the Torrance Police Department Coyote Management Program. The thresholds for biological resources included in Attachment G (Environmental Checklist Form) of the CEQA Statute and Guidelines were used to determine if the proposed changes would cause a significant impact to existing sensitive biological resources. As noted in the analysis, a CEQA Consistency Analysis had previously been conducted in 2019 for updates to Urban Coyote Management Plan and it found that there would be no impacts to sensitive biological resources from the implementation.

Should the City Council wish to pursue an extension of the five-month active trapping cycle to a year-round active trapping schedule, pursuant to Public Resources Code Section 21166, no subsequent or supplemental analysis to the previously adopted Negative Declaration shall be required. The facts supporting these findings are set forth in the attached CEQA Consistency Analysis (Attachment H) as: a) there are no substantial changes that are proposed in the project which will require major revisions of the adopted Negative Declaration; b) there are no substantial changes that occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the previously adopted Negative Declaration; and c) no new information, which was not known and could not have been known at the time the Negative Declaration was adopted, became available.

Furthermore, per CEQA Guidelines Section 15162, no subsequent or supplemental analysis is required as no substantial changes are proposed which would require major revisions to the previously adopted Negative Declaration resulting from new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The facts supporting these findings are set forth in the attached CEQA Consistency Analysis (Attachment H). The trapping of coyotes is strictly regulated by the California Department of Fish and Wildlife. Trapping occurs on City owned property and on select private property that is at least 150 yards from any occupied structure or residence through access agreements.

Program Update:

As of July 31, 2022, the following goals have been accomplished with ongoing activities:

- The City contracted year-round coyote abatement services for the 2021-2022 trapping season
- Increased social media educational information and community coyote education content in Seasons Catalog, weekly Torrance e-Newsletter, New Horizons Community Monthly Newsletter, and a point-of-education display in the West Annex Lobby of City Hall
- Community outreach with emphasis on utilizing public reporting through the existing online portal, 24-Hour Coyote Hotline, and MyTorrance mobile device application
- Weekly and monthly coyote activity reports based on community reporting
- Coordinated outreach and education with Homeowners Associations and individuals reporting interactions
- Participated in the state-wide "Wildlife Watch" agency partner monthly meetings hosted by the California Department of Fish and Wildlife
- Shared coyote management best practices with regional agencies and municipalities
- Engaged the City Manager's Round Table at the South Bay Cities Council of Governments to initiate a regional approach to public education and share best practices for coyote mitigation

Next Steps:

Staff will continue to collect data from coyote abatement services for the remainder of the services agreement term. The Program will also continue to implement community outreach and education in the following areas:

- Increase Social Media educational information and coyote content in Seasons Catalog and weekly Torrance e-Newsletter
- Identify hot spots for targeted intensive outreach and education
- Promote public reporting of coyote incidents via the online portal and MyTorrance mobile device application
- Utilize Torrance Neighborhood Associations for in-person and virtual educational forums and assessments of hot-spot areas to identify and mitigate coyote enticements, i.e. unsecured composting, open trash, feral animals, and unsecured pet foods
- Distribute information and guides for residents and businesses to conduct audits of their properties for the purpose of identifying and mitigating coyote attractants

- Collaboration with the City of Rancho Palos Verdes on a comprehensive community education package for adoption and implementation by all member cities of the South Bay Cities Council of Governments

It is the recommendation of the Community Services Director that your Honorable Body accept and file updates on the Coyote Management Plan, and approve the first amendment with Coyote, Wildlife and Pest Solutions, Inc. to provide abatement services under Option 1, Option 2, Option 3 or Option 4 and to include term extension options, and, if selecting Option 1, that the coyote management budget be increased $9,200 as per the cost for services.

Respectfully submitted,

JOHN LA ROCK
COMMUNITY SERVICES DIRECTOR

By _____
Shane Lee
Administrative Analyst

CONCUR:

_____
John La Rock
Community Services Director

_____
Aram Chaparyan
City Manager

Attachments:

A. 2019 Coyote Management Plan Update
B. 2021 Coyote Management Plan Update - Staff Report
C. Contract Services Agreement (C2022-069)
D. April 26, 2022 Staff Report
E. First Amendment to Contract Services – Monday - Friday Abatement
F. First Amendment to Contract Services – Monday – Sunday Abatement
G. CEQA Consistency Analysis
H. CEQA Environmental Checklist
I. Public Comment received

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (C2022-069)

This Second Amendment to Contract Services Agreement C2022-069 (the "Second Amendment") is made and entered into as of September 26, 2023, by and between the CITY OF TORRANCE ("CITY"), a municipal corporation, and Coyote, Wildlife and Pest Solutions, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY previously circulated a Request for Proposal for City-wide Coyote Trapping Services, RFP No. B2021-45 (the "RFP").

B. CONTRACTOR submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal, CONTRACTOR represented that it was qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY decided to award the Agreement to CONTRACTOR.

C. On November 22, 2021, CITY and CONTRACTOR entered into Contract Services Agreement C2022-069 (the "Agreement"), whereby CONTRACTOR agreed to provide coyote trapping services Monday through Friday, through October 7, 2022, for an amount not to exceed $55,200.

D. On September 27, 2022, CITY and CONTRACTOR entered into a First Amendment to Contract Services Agreement C2022-069 (the "First Amendment") to: extend the term of the Agreement through October 7, 2023; add two (2) separate options to extend the term of the Agreement for one (1) additional year each; increase service to Monday through Sunday; and, add $79,200 to CONTRACTOR's compensation under the Agreement.

E. CITY is satisfied with the level of service provided by CONTRACTOR.

F. CITY now wishes to exercise the first option to extend the term of the agreement for one (1) year, and add $79,200 to CONTRACTOR's compensation under the Agreement.

G. Additionally, CITY wishes to further amend the Agreement and update the Public Records Act language to comport with recent changes to the California Government Code Sections that govern public records and public records requests.

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NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT:

1. Section 2 of the Agreement entitled "TERM" is hereby amended to read in its entirety as follows:

> "**2. TERM**
> Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through October 7, 2024. This Agreement includes one (1) option to extend the term by one (1) additional year. The option to extend can be exercised only by CITY."

2. Section 3 of the Agreement entitled "COMPENSATION", Subsection A entitled "CONTRACTOR's Fee", is hereby amended to read in its entirety as follows:

> "**3. COMPENSATION**
> A. CONTRACTOR's Fee.
>
> For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $213,600 (the "Agreement Sum"), unless first approved in writing by CITY."

3. Section 33 of the Agreement entitled "PUBLIC RECORDS ACT" is hereby amended to read in its entirety as follows:

> "**33. PUBLIC RECORDS ACT**
> Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 CONTRACTOR's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act."

4. Except as expressly modified by this Second Amendment, in all other respects, the Agreement dated November 22, 2021, and the First Amendment dated September 27, 2022, between CITY and CONTRACTOR are ratified and reaffirmed and remain in full force and effect.

CITY OF TORRANCE,
a municipal corporation

By: _____
Aram Chaparyan, City Manager

Coyote, Wildlife and Pest Solutions, Inc.
a California Corporation

By: _____
Pamela Parker, CEO

APPROVED AS TO FORM
PATRICK Q. SULLIVAN
City Attorney

By:_____
Galen W. Bean
Legal Counselor

ATTACHMENT C

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT (C2022-069)

This First Amendment to Contract Services Agreement C2022-069 is made and entered into as of September 27, 2022, by and between the CITY OF TORRANCE ("CITY"), a municipal corporation, and Coyote, Wildlife and Pest Solutions, Inc, a California Corporation ("CONTRACTOR").

RECITALS:

A. The CITY previously circulated a Request for Proposal ("RFP") for City-wide Coyote Trapping Services, RFP No. B2021-45 (the "RFP").

B. CONTRACTOR submitted a Proposal in response to the RFP. In its Proposal, the CONTRACTOR represented that it was qualified to perform those services requested in the RFP. Based upon its review of all Proposals submitted in response to the RFP, the CITY awarded the Agreement to CONTRACTOR.

C. On November 22, 2021, CITY and CONTRACTOR entered into Contract Services Agreement (C2022-069) (the "Agreement"), whereby CONTRACTOR agreed to provide coyote trapping services in an amount not to exceed $55,200 through October 7, 2022 for services for Monday through Friday.

D. CITY is satisfied with the level of service provided by CONTRACTOR.

E. CITY wishes to extend the agreement for one year, include 2 additional one-year options, increase service to be Monday through Sunday, and add $79,200 to the Agreement.

C2022-069

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT:

1. Section 1 of the Agreement entitled "SERVICES TO BE PERFORMED BY CONTRACTOR" is amended to read in its entirety as follows:

   "1. **SERVICES TO BE PERFORMED BY CONTACTOR**
   CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. Attached as Exhibit C is the Scope of Services. The services will be performed Monday through Sunday."

2. Section 2 of the Agreement entitled "TERM" is amended to read in its entirety as follows:

2. **TERM**
"Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through October 7, 2023. This Agreement includes 2 additional one-year options. The option to extend can be exercised only by the CITY."

3. Section 3 of the Agreement entitled "COMPENSATION" is amended to read in its entirety as follows:

"3. **COMPENSATION**
"A CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $134,400 ("Agreement Sum") ($79,200 per year), unless approved in writing by CITY."

4. In all other respects, the Agreement between the CITY and CONTRACTOR is ratified and reaffirmed as amended and remains in full force and effect.

CITY OF TORRANCE,
a municipal corporation

By: _____
Aram Chaparyan, City Manager

Coyote, Wildlife and Pest Solutions, Inc.
a California Corporation

By: _____
Pamela Parker, CEO

APPROVED AS TO FORM
PATRICK Q. SULLIVAN
City Attorney

By: _____
Patrick Q. Sullivan, City Attorney

ATTACHMENT D

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of November 22, 2021 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Coyote, Wildlife and Pest Solutions, Inc., a California corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all services necessary for conducting coyote abatement efforts to mitigate potential human-coyote conflict.

B. In order to obtain the desired services, the CITY has circulated its Request for Proposals for City-wide Coyote Trapping Service, RFP No. B2021-45 (the "RFP").

C. CONTRACTOR has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONTRACTOR.

C2022-069

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services and install those materials listed in CONTRACTOR's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. Attached as Exhibit C is the Scope of Services.

2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through October 7, 2022.

3. **COMPENSATION**
A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the compensation schedule set forth in the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $55,200 ("Agreement Sum"), unless first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY or CONTRACTOR for Convenience.

1. Either party may, at any time, terminate the Agreement upon thirty days written notice for convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys

due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 20 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Shane Lee, Administrative Analyst is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Pamela Parker
Jimmie Rizzo

9. INDEPENDENT CONTRACTOR

CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONTRACTOR or any of CONTRACTOR's employees, except as otherwise set forth in this Agreement. CONTRACTOR's agents and employees are not and shall not be considered employees of CITY for any purpose. CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not

be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. PREVAILING WAGE [INTENTIONALLY OMMITTED]

16. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

17. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

18. INSURANCE

A. CONTRACTOR and its subcontractors must maintain for the duration of the contract at its sole expense the following insurance, which will be full coverage not subject to self-insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with combined single limits of $50,000 per occurrence.

2. Commercial General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence, $2,000,000 aggregate.

Workers' Compensation coverage [waived]

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Successor Agency to the former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies. Coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance or applicable policy language.

D. CONTRACTOR must provide certificates of insurance including all required mandatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to CITY.

F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 18.

G. If the CONTRATOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.

I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

J. Self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

20. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

21. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Pamela Parker Coyote, Wildlife and Pest Solutions, Inc. 8775 E. Wiley Way Anaheim, CA 92808 Fax: N/A
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90503 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

22. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

23. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

24. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. To the extent that the terms of the RFP or the Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

25. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

26. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

27. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

28. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

29. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's

consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

31. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

33. PUBLIC RECORDS ACT

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 CONTRACTOR's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

CITY OF TORRANCE,
a municipal corporation

Aram Chaparyan, City Manager

Coyote, Wildlife and Pest Solutions, Inc.
a California corporation

By: Pamela Parker
CEO

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: Tatia Y. Strader
Deputy City Attorney

Attachments: Exhibit A Request for Proposals
Exhibit B Proposal

Rev.1120

ATTACHMENT E

City of Torrance, Community Development Department
3031 Torrance Blvd., Torrance, CA 90503 (310) 618-5990

Environmental Checklist Form

1.	**Project Title:**	2019 Coyote Management Plan Update
2.	**Lead Agency Name and Address:**	City of Torrance 3031 Torrance Boulevard Torrance, CA 90503
3.	**Contact Person and Phone Number:**	Oscar Martinez, Acting Planning and Environmental Manager City of Torrance 3031 Torrance Boulevard Torrance, CA 90503
4.	**Project Location:**	City of Torrance
5.	**Project Sponsor's Name & Address:**	City of Torrance 3031 Torrance Boulevard Torrance, CA 90503
6.	**General Plan Designation:**	NA (City-wide)
7.	**Zoning:**	NA (City-wide)
8.	**Description of the Project:**	

Background

The City of Torrance covers approximately 21 square miles (12,312 acres) of land and is situated in southwestern Los Angeles County[1]. The population of the city is approximately 147,175.[2]

Coyotes have existed within the City of Torrance since the area first developed. Coyotes are members of the dog family which are highly adaptive to their surrounding environment.[3] Due to their adaptive behavior, coyotes have adjusted to human population expansion in the City. Furthermore, the ready supply of food, water, and shelter in the City helps coyotes survive and makes them tend to lose their fear of humans. Urban coyotes have access to rodents, household garbage, compost piles, pet food, domestic pets and water from ponds and landscape irrigation run-off.

Since 2015, the City has experienced an increase in reported urban coyote activities within its boundaries affecting the residents and their pets. These activities have been manifested through observations of coyotes in neighborhoods, and coyote sightings along public streets and in residential yard areas, parks, or green spaces. Interactions have also included coyotes biting or killing pets. Instances of coyotes stalking small pets (cats, guinea pigs, hamsters, and rabbits), and even those on leashes, have been reported as well in the City. Coyote sightings and/or attacks were raised as a serious issue of concern by residents. To solve this issue, the City prepared its first Coyote Management Plan in 2016, which remains in effect. It contains various strategies to educate residents about the coyotes and how to avoid them. The management plan also highlights certain coyote removal techniques such as the use of firearms, traps, and lethal control. Although the City has implemented the Coyote Management Plan, coyote activities may have increased in the last few years.

1 City of Torrance Website, https://www.torranceca.gov/government/city-manager/residents/about-torrance, Accessed February 2019.
2 Profile of the City of Torrance by Southern California Association of Governments (2017).
3 Article #L-5473 on Managing Suburban Coyotes by Texas A&M Agrilife Extension.

City of Torrance, Community Development Department
3031 Torrance Blvd., Torrance, CA 90503 (310) 618-5990

Environmental Checklist Form

On September 18, 2018, the City's Police Department was asked by the City Council to evaluate the 2016 Coyote Management Plan and to recommend relevant updates to it. At the Council meeting of November 27, 2018, the City Council received a staff report update and heard public comment regarding coyote encounters, threats to pets and other associated concerns, and recommendations to updating the 2016 Coyote Management Plan. After hearing comments and discussing the item, the Council directed staff to update the existing plan based on feasible and effective options available. One option includes implementing the use of coyote traps and euthanization programs. Other options for updating the plan included: sustaining the Coyote Response Plan, enhancing Coyote education and outreach programs, hiring a program staff assistant, and prohibiting wildlife feeding.

The purpose of this Initial Study is to provide an overall evaluation of the environmental impacts that could occur upon updating the City's 2016 Coyote Management Plan, more specifically, implementation of the proposed strategies included in it.

Project Description

The purpose of the City of Torrance's 2016 Coyotes Management Plan Update is to establish strategies to minimize conflicts between humans, their pets and urban coyotes using education, behavior modification, and implementation of a tiered response to aggressive coyote behavior. The proposed project involves updates to the 2016 Coyote Management Plan which consists of a determination of more stringent strategies to solve human-coyote conflicts and secure household pets. The following are the recommended strategies which would be implemented:

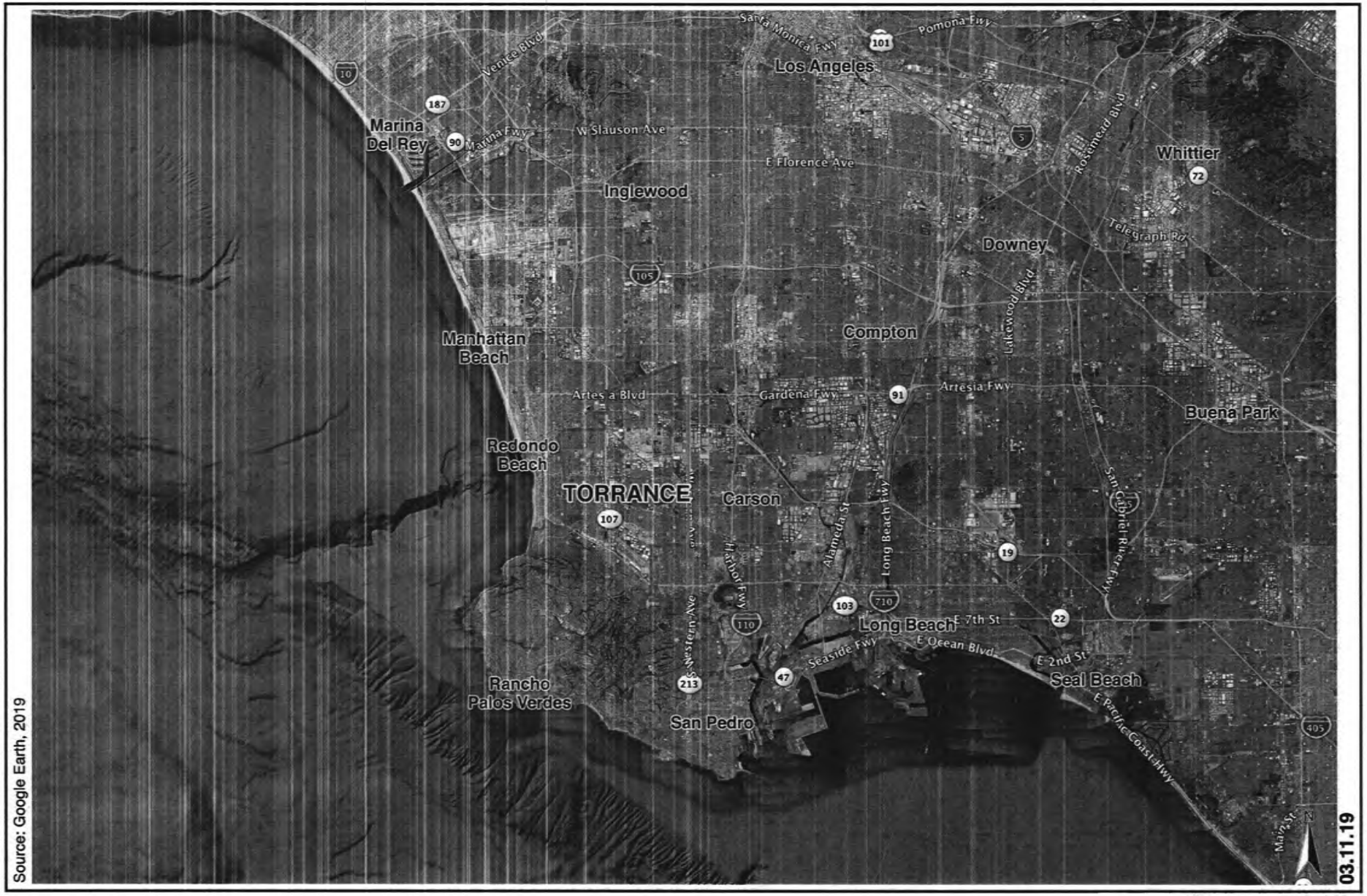
1. Sustain Coyote Management Response Plan;
2. Prohibit wildlife feeding;
3. Enhance coyote education and outreach;
4. Consider addition of program staff assistant;
5. Implement an annual Coyote Trap and Euthanize Program between October and February.

This Initial Study provides an overall evaluation of the impacts on the environment that could occur upon implementation of these strategies.

TERRA NOVA®
PLANNING & RESEARCH, INC.

2019 Coyote Management Plan Update
Regional Location Map
Torrance, California

Exhibit
1



TERRA NOVA®
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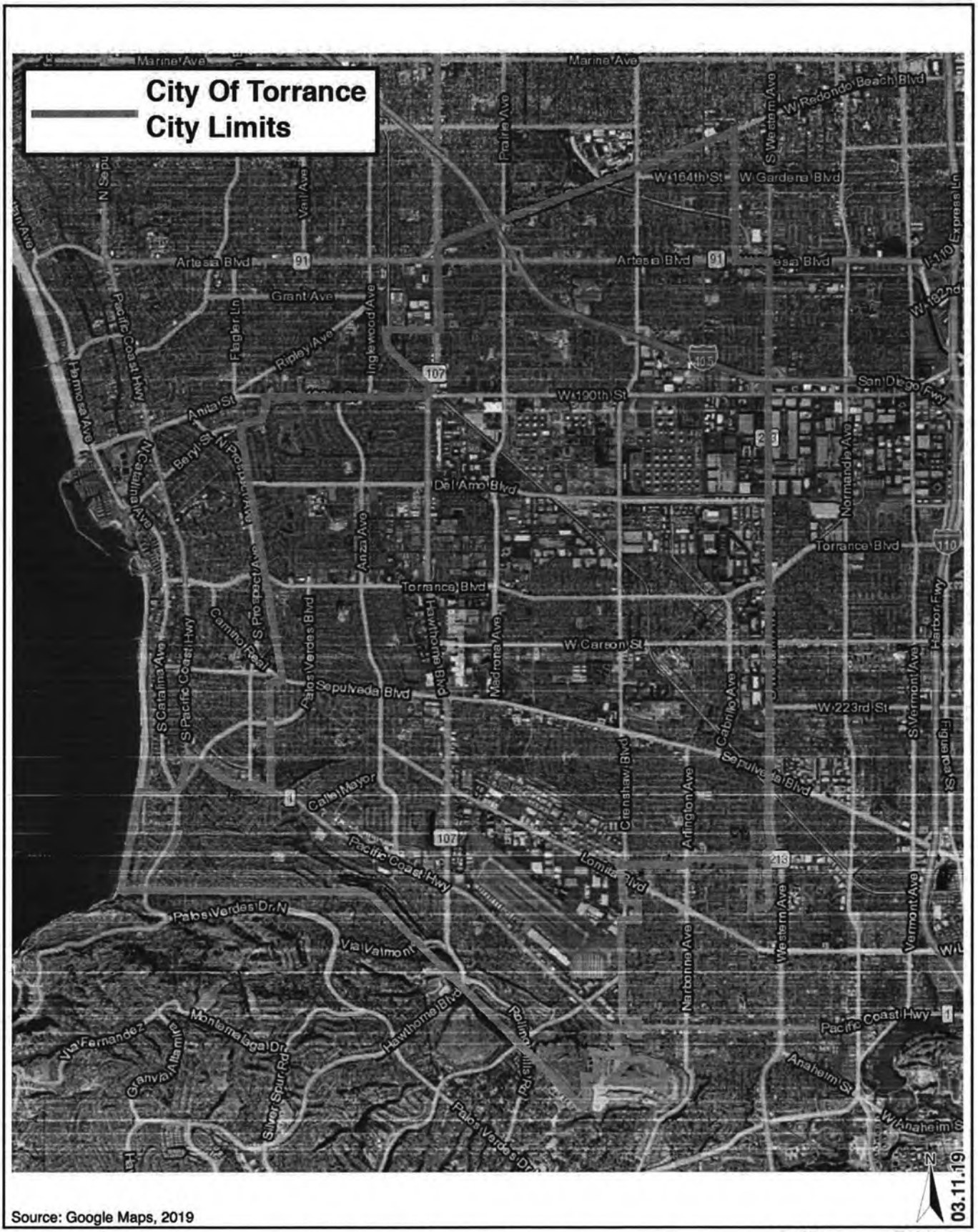
2019 Coyote Management Plan Update
Vicinity Map
Torrance, California

Exhibit
2



Source: Google Maps, 2019

TERRA NOVA®
PLANNING & RESEARCH, INC.

2019 Coyote Management Plan Update
Location Map
Torrance, California

Exhibit
3

9. Surrounding Land Uses and Environmental Setting:

The City of Torrance is situated in southwestern Los Angeles County and is bounded on the north by Gardena and Lawndale, on the east by Los Angeles, on the west by Redondo Beach, and on the south by Rolling Hills Estates and Palos Verdes Estates (Exhibit 1, 2, and 3).

The City covers approximately 21 square miles (12,312 acres). The majority of the city is developed with residential (49%), commercial (12%), and industrial (22%) projects.

10. Other public agencies whose approval is required:

California Department of Fish and Wildlife.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21083.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

The City of Torrance submitted a request to the Native American Heritage Commission (NAHC) in Sacramento for a Sacred Lands File Search and a Tribal Consultation Contact List for the proposed project. The NAHC provided a Tribal Consultation List of California Native American tribes within the project area, and the Sacred Lands File (SLF) record results, which were "negative," indicating there is no significant tribal cultural resource within the City.

In mid-February 2019, the City sent cultural consultation requests, as mandated by AB 52, regarding the proposed project to three Tribes that have requested formal notification under AB 52. As of the preparation of the assessment, one response has been received from the Gabrieleño Band of Mission Indians – Kizh Nation which stated that since the Plan update does not involve ground disturbance, no further consultation is necessary.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐	Aesthetics	☐	Agriculture and Forestry Resources	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Energy
☐	Geology / Soils	☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials
☐	Hydrology / Water Quality	☐	Land Use / Planning	☐	Mineral Resources
☐	Noise	☐	Population / Housing	☐	Public Services
☐	Recreation	☐	Transportation	☐	Tribal Cultural Resources
☐	Utilities / Service Systems	☐	Wildfire	☐	Mandatory Findings of Significance

DETERMINATION: On the basis of this initial evaluation:

■ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Oscar Martinez, Acting Planning and Environmental Manager
City of Torrance

7/10/19
Date

Prepared by:

Nicole Sauviat Criste, Principal
Terra Nova Planning & Research, Inc.

7/10/19
Date

ENVIRONMENTAL ISSUES:	Sources	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact

1. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:

Environmental Background

The City of Torrance is located in southwestern Los Angeles County. Neighboring communities include Rolling Hills Estates and Palos Verdes Estates to the south, Redondo Beach to the west, Gardena and Lawndale to the north, and Carson, City of Los Angeles, unincorporated County of Los Angeles and Lomita to the southeast.

Trees such as acacias, palms, camphors, jacarandas, and California pepper trees are valuable assets for the City because they contribute to the community aesthetic. Many of these trees were planted in the early 1900s as street trees in residential neighborhoods and windbreak areas. For example, eucalyptus trees along Torrance Boulevard between Madrona Avenue and Border Avenue are approximately 60 feet in height and 80 years in age. The City has adopted street policies to protect and conserve these trees.

In addition to trees, natural topography creates many scenic vistas throughout the City. The San Gabriel Mountain Range and the Pacific Ocean are visible to the north and west, respectively, from the hillsides along the City's western and southern boundaries. The City has adopted policies to protect these scenic views within hillside areas.

(a) Have a substantial adverse effect on a scenic vista? ☐ ☐ ☐ ■

(b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? ☐ ☐ ☐ ■

a, b) The proposed project proposes management strategies and actions whose physical elements would include placing temporary coyote traps at affected areas in the City; no buildings, structures, or other improvements or facilities would be constructed. Traps would be located on the ground and would involve minimal to no ground disturbance or vegetation removal. Therefore, the project would not include any component that would substantially affect any scenic vista such as trees, mountain and Pacific Ocean views, or historic buildings within a state scenic highway. No impact is anticipated.

(c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? ☐ ☐ ☐ ■

c) The City of Torrance is predominantly developed in an urban environment. The implementation of the Plan will result in management activities, including hazing, community education and the trapping of coyotes. The proposed Plan will be generally consistent with the standards in the City's current Coyote Management Plan, and will not change standards or zoning associated with height, mass or scale, which have the potential to affect scenic quality. Therefore, no impact is anticipated.

(d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? ☐ ☐ ☐ ■

d) Project related activities are not expected to change the lighting environment as a result of the proposed update. No new permanent light sources and no temporary light sources beyond perhaps an occasional use of flashlights by City staff to implement the proposed Plan. As such, there would be no impacts associated with new lighting sources. No new structures would be built, and no existing structures would be modified. Therefore, no impact is anticipated.

2. AGRICULTURE AND FORESTRY RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

Environmental Background

The City of Torrance is located in southwestern Los Angeles County, and is not mapped in the Los Angeles County Important Farmland Map published in 2016.[4] In addition, no agricultural resource is shown within the City in the County's Agricultural Resource Areas Policy Map.[5] However, according to the City's Zoning Map (2015), limited Light Agriculture (A1) lands occur on the southern boundary of the City. The City's General Plan identifies lands within the municipal airport, approximately 140 acres, as having been used for agriculture.

(a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? ☐ ☐ ☐ ■

a) No prime or unique farmland, or farmland of statewide importance exists within the City of Torrance. Project activities do not include any changes to zoning, land use, or other landform alteration that would result in the conversion of prime farmland to other uses. No impact would occur.

(b) Conflict with existing zoning for agricultural use, or a Williamson Act Contract? ☐ ☐ ☐ ■

b) No land in the City is under Williamson Act contract[6]. None of the Plan's activities will involve the alteration of landforms, or conflict with zoning for agricultural uses or a Williamson Act contract, because no construction is planned as part of the Plan. Therefore, no impact would occur.

(c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? ☐ ☐ ☐ ■

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4 Los Angeles County Important Farmland 2016 Map, ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2016/los16.pdf, Accessed February 2019.
5 Los Angeles County Agricultural Resource Areas Policy Map.
6 California Department of Conservation GIS Online Farmland Map, https://maps.conservation.ca.gov/DLRP/CIFF/.

(d)	Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	■

c, d) The majority of lands in the City are zoned for various types of residential, commercial, or industrial development. No lands within the City are identified, either in the General Plan or the Zoning Ordinance, for forest land, timberland, or timberland zoned as Timberland Production. No impacts would occur.

(e)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	■

e) The City is urbanized and surrounded by urban areas. Limited agriculturally zoned lands occur in the City. No forest lands are designated or occur in the City. The management of the coyote population that will be implemented by the Plan will not result in the alteration of land, or any change in land use. There will be no change in the environment with implementation of the Plan. No impact would occur.

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:

Environmental Background

The City of Torrance is located in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD).[7] The SCAQMD is one of the 35 air quality regulatory agencies in the State of California and all development within the South Coast Air Basin is subject to SCAQMD's 2016 Air Quality Management Plan (2016 AQMP). The SCAQMD operates and maintains regional air quality monitoring stations at numerous locations throughout its jurisdiction. The City is located within Source Receptor Area (SRA) 3.[8]

The City's location near the Pacific coast results in better air quality than many inland Los Angeles County cities. However, the air basin is a "non-attainment" area for federal and state air quality standards for ozone and state standards for particulate matter less than 10 microns in diameter (PM_{10}).

(a)	Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	■

a) The implementation of the Plan would not result in increases in population, housing, or other development and therefore would not generate emissions. Management activities will occur within existing land uses and activities, and will not impact those activities. The Plan would not conflict with or obstruct implementation of the SCAQMD 2016 AQMP. No impact would occur.

(b)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	■	☐

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7 Final 2016 Air Quality Management Plan by South Coast Air Quality Management District, http://www.aqmd.gov/docs/default-source/clean-air-plans/air-quality-management-plans/2016-air-quality-management-plan/final-2016-aqmp/final2016aqmp.pdf?sfvrsn=15, Accessed March 2019.

8 SCAQMD online GIS Map.

(c)	Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	■

b, c) The Plan's management activities would have a negligible effect on the existing air emissions profile of the City. To implement the proposed Plan, a staff member may be added to conduct community education, assist with hazing, inspect open areas for the presence of coyotes, and install and remove traps. These activities could result in a marginal increase in the number of automobile trips per day occurring from City Hall, which would generate a minimal, and less than significant amount of air pollutants in exhaust emissions. These activities and associated trips would be consistent with other municipal activities and will not result in a measurable increase in air emissions. The project activities would be conducted at various locations throughout the City, wherever needed. They would not expose any sensitive receptor to substantial pollutant concentrations.

The proposed Plan would not violate or contribute to an existing violation of an air quality standard, and would not result in a cumulatively considerable net increase of ozone or particulate matter, which are pollutants for which the region is in nonattainment with respect to federal and state air quality standards. Less than significant impact is anticipated.

(d)	Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	■

d) Implementation of the Plan will not generate odors, nor will it generate emission which could be considered objectionable, because management activities such as hazing, education and the setting of traps have no potential to generate odor-causing emissions . There is no potential for the project to expose people to objectionable odors.

4. BIOLOGICAL RESOURCES. Would the project:

Environmental Background

The majority of the City is urbanized. Some open spaces in the City contain unique vegetation and wildlife communities, including Madrona Marsh. The General Plan has identified other open space areas that have the potential for ecological restoration throughout the City.

The proposed Coyote Management Plan update has been developed to address the presence of coyotes in the City's urban environment. Coyotes are found throughout California, from desert and mountain habitats to urban areas. Coyotes are not a federally- or state-listed species and are controlled in California to protect infrastructure, agricultural resources, public health, and special-status species. Coyotes are classified as a "nongame mammal" by the California Fish and Game Commission. According to the California Fish and Game Commission, killing a problem coyote does not require any permit, however, a hunting license and legal methods must be used.[9] The 2019 Coyote Management Plan encourages the City's Police Department to work with the California Department of Fish and Wildlife on the management and removal of coyotes within the City.

The strategies proposed in the 2019 Coyote Management Plan were reviewed by Wood Environment and Infrastructure Solutions, Inc. (Wood) for consistency with CEQA, as discussed below. Please see Appendix A for the Technical Memorandum in full.

(a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	☐	☐	☐	■

[9] Living with California Coyotes by California Fish and Game Commission, https://sagehen.ucnrs.org/Documents/visitors/wildlife/coyote.pdf, Accessed March 2019.

a) Coyotes are not classified as sensitive, or special status species in any local or regional plans, policies, or regulation, including those of the California Department of Fish and Wildlife. The proposed Plan update will not result in direct impacts or habitat modification for any special status species. The coyote is not considered a candidate, sensitive or other special status species under local, State or federal regulations. The proposed Plan update will not result in habitat modification, insofar as no construction will occur, and existing native and ornamental plant communities and habitats will not be changed by implementation of the Plan. There is no published evidence that the elimination of coyotes will indirectly impact sensitive species such as coastal California gnatcatcher or least Bell's vireo. No impact is expected.

The use of traps has the potential to inadvertently trap other species. Live traps are the only type of trap permitted in California for such a purpose. As a result, should another species be captured in a trap intended for a coyote, that animal would not be harmed, and would be released by City staff when the trap was checked for activity. The use of live traps will assure that impacts associated with inadvertent capture of other species will assure that the impact to those species is less than significant.

(b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	■

b) The implementation of the Plan does not involve modification or removal of any riparian habitat. Proposed Plan activities would result in the trapping of a species which is not considered sensitive by local, State or federal agencies, or their regulations. The proposed Plan update would not cause direct or indirect impacts to sensitive natural communities, and thus there would be no impact.

(c)	Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	■

c) The implementation of the Plan does not include any development or construction activities. Coyote management activities do not include any removal, filling, or hydrological interruption to wetlands or other waters of the U.S. Therefore, there would be no impact.

(d)	Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	■

d) Implementation of the Plan does not include any activities in rivers or streams which may impact migratory fish species. Wildlife movement in the City would not be impacted by proposed program operations. Should species other than coyotes be inadvertently trapped, the use of live traps would assure that that animal would be released as soon as the traps were checked by City staff. The Plan update would not affect migratory species movement or corridors, and there would be no impact.

(e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	■

(f)	Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	■

e, f) There is no policy, plan or ordinance in the City, other than the proposed Plan update, relating to coyotes. There is no Habitat Conservation Plan applicable to the City. The City and County have identified significant ecological areas in the City, including the Madrona Marsh. The Plan's implementation, however, will not impact the Marsh, insofar as it will not result in any alteration to this area.

The Plan is, in and of itself, a program for the management of a wildlife species. The Plan proposes management strategies and techniques intended to manage the existing coyote population in the City, and protect citizens and their pets from coyote attack.

Implementation of the proposed Plan update will have no impact on local or regional policies, ordinances, or habitat conservation plans.

5. CULTURAL RESOURCES. Would the project:

Environmental Background

Cultural resources consist of prehistoric and historic sites, structures, and districts or any other physical evidence associated with human activity considered important to a culture, subculture, or community for scientific, traditional, or religious reasons. According to the Gabrieleño Band of Mission Indians (Kizh Nation), the City occurs within the traditional territory of the Kizh nation. Their territory extended throughout a large portion of Southern California, including most of Los Angeles County. Please also see Section 18, Tribal Cultural Resources.

Historical resources, as described in CEQA, include buildings, sites, structures, objects, or districts, each of which may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance and be listed or eligible for listing in the National Register of Historic Places, the California Register of Historical Resources, or a local register of historical resources.

The City has identified and studied locally significant historic resources, such as Torrance High School, the Southern Pacific Railroad Bridge, and Fern Avenue School. The City has adopted a number of policies to preserve historic sites.

(a)	Cause a substantial adverse change in the significance of a historical resource pursuant to § 15064.5?	☐	☐	☐	■

a) The Plan's activities, such as community education and outreach programs and the installation of traps will not involve the modification, construction or alteration of historic structures or other facilities within the City. No impact to historical resources is anticipated.

(b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	■

b) The majority of the City is developed with residential, commercial, and industrial land uses. The implementation of the Plan will not result in ground disturbance, or the excavation of land, and therefore has no potential to impact buried cultural resources. No impact to archaeological or cultural resources is anticipated.

The Native American Heritage Commission (NAHC) in Sacramento was contacted by the City in early January 2019 regarding the project. NAHC provided the City a letter on February 27, 2019. The letter indicated that a Sacred Lands File (SLF) records check of the NAHC registry shows negative results, indicating that no known resources have been recorded by NAHC. NAHC

recommended contacting local tribes regarding potential Native American Cultural resources. The City also extended an opportunity for consultation to the three tribes that have requested to be contacted under the provisions of AB 52, and received a response and request for consultation from the Gabrieleño Band of Mission Indians - Kizh Nation. The results of consultation are provided in Section 18, Tribal Cultural Resources.

(c) Disturb any human remains, including those interred outside of formal cemeteries? ☐ ☐ ☐ ■

c) None of the Plan's activities are anticipated to occur within known cemeteries. In addition, the project does not include activities that would result in grading or excavation, so there is no potential for the implementation of the Plan to disturb human remains. No impact to human remains is anticipated.

6. ENERGY. Would the project:

Environmental Background

Primary energy sources include fossil fuels (oil, coal and natural gas) and renewable sources like wind, solar, geothermal and hydropower. The City of Torrance is located within the Southern California Edison (SCE) service area.[10,11] Currently, SCE serves approximately 4.4 million residential service accounts and 520,000 commercial service accounts which use up to 69% of the electricity generated by SCE in its service area. Natural gas in the City is provided by the Southern California Gas Company (SoCalGas). Its service territory encompasses approximately 20,000 square miles in Central and Southern California, from the City of Visalia to the Mexican border.

(a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? ☐ ☐ ☐ ■

*a) **Electricity:** The proposed updates to the existing Coyote Management Plan do not include any activity which would consume electricity, since project activities involve education, inspection, and the setting and removal of traps, none of which will result in an increase in electrical use. No impact is anticipated.*

***Natural Gas:** None of the project activities are anticipated to use natural gas. No impact is anticipated.*

(b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? ☐ ☐ ☐ ■

b) The project would not result in the construction or operation of any facility which could interfere with any state or local plan that promotes renewable energy or energy efficiency, since it involves management activities that would occur in existing buildings, including City Hall. No impact is anticipated.

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10 Southern California Edison Company Territory Map, https://www.scholarsapply.org/uploads/edison/service_territory.pdf, Accessed February 2019.

11 Torrance Office of Economic Development Website (Utilities), https://business.torranceca.gov/our-city/economic-development/utilities, Accessed February 2019.

7. GEOLOGY / SOILS. Would the project:

Environmental Background

The City of Torrance is located within the Los Angeles basin.[12] This basin is an alluviated lowland or coastal plain bounded on the north by the Santa Monica Mountains and the Elysian, Repetto, and Puente Hills and on the east and southeast by the Santa Ana Mountains and San Joaquin Hills.

The City predominantly consists of marine and non-marine sedimentary rocks of Pleistocene and Oligocene age. Tectonically, it is bisected by two faults, the Palos Verdes and Redondo Canyon faults, which could generate earthquakes of magnitude >7 on the Richter scale.

The City is located on the western edge of the greater floodplain of the Los Angeles and San Gabriel Rivers where flooding is unpredictable. The City participates in the National Flood Insurance Program to reduce potential flood hazards. In addition to these rivers, there are two enclosed water reservoirs (i.e. Walteria and Ben Haggot reservoirs) in the City which could discharge up to 7,300 cubic feet of water per second if breached.

In the City, the greatest risk of liquefaction occurs along the bluffs overlooking Torrance Beach. Liquefiable areas along the channel of Dominguez Creek are already built upon with residential and commercial developments which could be damaged during moderate to strong earthquake events.

(a)	Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i)	Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	■
ii)	Strong seismic ground shaking?	☐	☐	☐	■
iii)	Seismic-related ground failure, including liquefaction?	☐	☐	☐	■
iv)	Landslides?	☐	☐	☐	■

i-iv) None of the coyote's management practices outlined in the proposed Plan update would have the potential to expose people or structures to ground rupture, seismic ground shaking, seismic-related ground failure, or landslides. Coyote control activities occur intermittently, involve limited staff resources, and would not involve any new construction or repair of buildings or other structures. There would be no associated impacts.

(b)	Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	■

b) As stated above, the proposed Plan update would implement more stringent coyote management practices, primarily through the implementation of community education, hazing and the placement of traps. Coyote control activities occur at the ground's surface and do not require the exposure of soils. None of these types of activities would induce soil erosion or otherwise adversely affect soil stability. There would be no associated impacts.

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12 Geology of the Los Angeles Basin California – An Introduction by R. F. Yerkes et al., 1965, Geological Survey Professional Paper 420-A.

(c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	■

c) The project does not involve construction or operation of any facility on an unstable geologic unit or soil to cause landslide, lateral spreading, subsidence, liquefaction or collapse. Management activities would occur in or in close proximity to already developed areas. No impact is anticipated.

(d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	■

d) The majority of the city is developed with residential, commercial, and industrial land uses where coyote activities have been reported. Implementation of coyote control strategies will not involve construction of structures or other activities susceptible to expansive soils. No impact is anticipated.

(e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	■

e) No septic tanks or alternative, soils-based wastewater disposal systems are required for the Plan update. Current coyote control activities do not affect existing subsurface wastewater disposal systems. The management activities included in the Plan update will not require the installation of wastewater disposal systems, as no structures will be constructed. No impact is anticipated.

(f)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	■

f) The Plan update does not include activities that would result in grading or excavation, and would therefore not have any potential to destroy any unique paleontological resource or geologic feature. No impact is anticipated.

8. GREENHOUSE GAS EMISSIONS. Would the project:

Environmental Background

Greenhouse gas emissions are generated by both moving and stationary sources, including vehicles, the production of electricity and natural gas, water pumping and fertilizers. The principal greenhouse gases (GHGs) include carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), Ozone (O_3), and water vapor (H_2O). Some GHGs, such as CO_2, CH_4, and N_2O, occur naturally and are emitted to the atmosphere through natural processes and human activities. Of these gases, CO_2 and CH_4 are emitted in the greatest quantities from human activities. Emissions of CO_2 are largely byproducts of fossil fuel combustion, whereas CH_4 results mostly from off-gassing associated with agricultural practices and landfills. Manmade GHGs, which have a much greater heat-absorption potential than CO_2, include fluorinated gases, such as hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulfur hexafluoride (SF6), and nitrogen trifluoride (NF3), which are associated with certain industrial products and processes.

The City experiences an "heat island effect" because of its urbanized environment, and concentration of heat-absorbing structures and pavements. The City encourages open space, light-colored development materials, and the planting and preservation of trees for shading of streets and buildings to help reduce the heat island effect in the city.

In addition, the City has joined the Cities for Climate Protection (CCP) Campaign, and is participating in the Climate Action Planning efforts of the South Bay Council of Governments. The City's goal is to reduce GHG emissions by 15% from 2005 levels by 2020, and 49% by 2035.

(a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	■	☐

a) The project would not result in increases in population, housing, or other development that would increase energy use, motor vehicle usage or solid waste production, which are currently the primary sources of greenhouse gas (GHG) emissions in the City. Management activities consistent with the proposed Plan update may continue to include the use of vehicles in response to coyote sightings. However, these vehicle trips currently occur under the approved Plan, and would not be expected to increase significantly, even with the addition of a staff person. As such, GHG emissions associated with vehicle use would remain similar to existing conditions. Overall, the minimal increase in vehicle trips would represent a nominal amount of greenhouse gas emissions and a less than significant impact.

(b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	■

b) Management activities associated with the Plan update will continue existing activities, and will implement strategies developed in the City's Climate Action Planning efforts as those are implemented throughout the City. Implementation of the proposed Plan activities would not conflict with any plans or programs adopted to reduce greenhouse gases.

9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

Environmental Background

Hazardous material is defined as any material that, due to quantity, concentration, physical, or chemical characteristics, poses a significant potential hazard to public health and safety or to the environment.[13] In the City of Torrance, hazardous materials transport, storage, and use is strictly regulated for large quantity users, such as industrial processing plants and commercial dry cleaners. There are several hazardous sites in the City which are referred to as Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) sites, Toxic Release Inventory (TRI) sites, closed landfills, oil fields, or large quantity generator sites.[14]

Beginning in the 1970s, governments at the federal, state, and local levels became increasingly concerned about the effects of hazardous materials on human health and the environment. Numerous laws and regulations were developed to investigate and mitigate these effects. Hazardous materials are regulated by state, federal, and local agencies, including the US Environmental Protection Agency, the California Environmental Protection Agency (CalEPA), the California Department of Toxic Substances Control (DTSC), the Occupational Safety and Health Administration (OSHA), and the Torrance Fire Department. As a result, the storage, use, generation, transport, and disposal of hazardous materials are highly regulated by federal, state, and local laws and regulations. Furthermore, the City has provided numerous policies and programs in its General Plan to regulate the use of hazardous materials and hazardous sites within its boundaries.

(a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	■
(b)	Create significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	■

a, b) The proposed management activities included in the Plan update do not include the use of hazardous materials. The use, transport, and/or disposal of any substances used in euthanizing coyotes would be subject to federal, state, and local regulations regarding the handling of such materials, including the regulations associated with medical waste. Therefore, the proposed Plan update would not create a significant hazard to the public or the environment through the routine transport, use, release, or disposal of hazardous materials, nor would it create a risk of upset or accident.

(c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	■

c) The proposed project would not involve or authorize use of hazardous materials or wastes within one-quarter mile of a school. No impact would occur.

(d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	■

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13 California Health and Safety Code definition.

14 City's General Plan – Figure S-4 (Hazardous Materials Sites).

d) The majority of the management activities would be conducted near residential units, parks, and open areas where the coyotes have been identified. It is not expected that any management activities would result in the disturbance of structures or ground surfaces at sites identified as having had hazardous materials incidents, or large generators. Therefore, no impact is anticipated.

(e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	■

e) Torrance Municipal Airport is located in the southern portion of the City. The airport covers approximately 500 acres of land which is a restricted area. None of the Plan's component would be affected by airport operations. All activities occur at the ground level, and there are no environmental effects that could obstruct pilot visibility or otherwise interfere with normal flight operations and air traffic patterns in the area. No impact is anticipated.

(f)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■

f) Coyote management activities occur for short periods of time in residential, park and open space areas of the City. These activities are typically carried out by one or two people at a time, who arrive/depart via passenger automobiles and light-duty trucks. As such, these activities would not physically interfere with emergency plans or would have no effect on any emergency evacuation routes. No impact is anticipated.

(g)	Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	■

g) The project would not generate housing and/or population, nor would it increase nonresidential development in the wildland fires zone. Management activities do not generate a risk of fire in any part of the City. No impact is anticipated.

10. HYDROLOGY / WATER QUALITY. Would the project:

Environmental Background

The City of Torrance is located within the Los Angeles basin. Average yearly precipitation in the area is about 13 inches.[15] Drinking water to the City is supplied by multiple water agencies, the Torrance Municipal Water Department (TMWD) and the Rancho Dominguez and Hermosa-Redondo Districts of the California Water Service Company (CWS). Approximately 78 percent of water is provided by TMWD which works with the State Health Department of Health Services to control water quality. Metropolitan Water District (MWD) provides approximately 88 percent of the City's portable water supply. MWD mainly imports water from the Colorado River Aqueduct, State Water Project via the California Aqueduct, and groundwater basins. MWD also purchase water from the Water Replenishment District of Southern California and recycled water from the West Basin Municipal Water District.

The federal Water Pollution Control Act (CWA) prohibits the discharge of any pollutant to navigable waters from a point source unless the discharge is authorized by a National Pollutant Discharge Elimination System (NPDES) permit. In California, the NPDES program is administered by the State Water Resources Control Board (SWRCB) through the Regional Water Quality Control Boards (RWQCB) and requires municipalities to obtain permits that outline programs and activities to control wastewater and stormwater pollution. The City is permitted under NPDES No. CAS004001 to discharge water to the Pacific Ocean, however, it is obligated to keep waterways clean by reducing or eliminating contaminants from storm water and dry-weather runoff.[16]

(a)	Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	■
(e)	Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	■

a, e) None of the Plan's management activities would trigger requirements for any waste discharge or jeopardize compliance with water quality standards, because coyote management activities do not involve the construction of impermeable surfaces, or the discharge of wastewater. Therefore, no impact is anticipated.

(b)	Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	■

b) The Plan update would not involve the use of domestic water supplies, insofar as management activities include community education, site inspections and installation and removal of traps in existing developed areas. No new water demand would be created, and no recharge activities affected. No impact is anticipated.

(c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	■

15 City's General Plan – Page CR-45.
16 City's General Plan – Page CR – 48.

(i)	Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	■

c, i) The proposed project would not result in modifications to any drainage patterns in the City that could lead to substantial erosion of soil or siltation during storm events because no construction or soil disturbance would occur. No impact is anticipated.

(ii)	Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☐	■
(iii)	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	■
(iv)	Impede or redirect flood flows?	☐	☐	☐	■
(d)	In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	■

c. ii-iv, d) The Plan update would not result in the construction of housing or other structures. Therefore, the implementation of the Plan's management strategies would not generate surface runoff or result in exposure of, or increase exposure of, people or structures to flooding, or affect the capacity of existing storm drain systems, or inundation by seiche, tsunami, or mudflow. No impact would occur.

11. LAND USE / PLANNING. Would the project:

Environmental Background

The City of Torrance covers approximately 21 square miles (12,312 acres) of land which are governed by its land use policies and designations and Zoning Ordinance. Development in the City consists of 49% residential, 12% commercial, and 22% industrial developments. The balance is composed of open space, parks and other uses.

The City adopted its first Coyote Management Plan in 2016 to secure it residential communities from hazards associated with coyote presence in parks, residential neighborhoods, and private yards. The original Plan was prepared in response to increased sightings. The update is being considered to modify the Plan to better respond to the community's concerns, based on data and evidence collected by the City and its police department.

(a)	Physically divide an established community?	☐	☐	☐	■

a) The proposed Plan update focuses on the control of coyote activities in existing neighborhoods throughout the City. None of the strategies contemplated in the proposed update would involve construction activities or any modification of the layout of the City's residential neighborhoods, park sites, City Hall, street medians, or any other elements of the community. None of the project related activities would physically divide an established community, and there would be no impact to the physical structure of any part of any community.

(b)	Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	■

b) One of the important missions of the City of Torrance is to provide a safe and secure community and environment to its residents. The proposed project is one of the City's efforts to reduce recently increased coyote presence in the community, and to increase resident safety. None of the coyote management practices (traps, euthanization, community education and outreach programs etc.) that may be implemented under the Plan update would conflict with a land use plan or program established by the City or any regional agencies with jurisdiction over areas within City boundaries. The proposed Plan update would further support the following General Plan policies:

Policy LU.5.6. Strictly enforce City codes, including building and safety, zoning and land use regulations, and property maintenance codes, to maintain safe, high-quality residential neighborhoods.

Policy LU. 9.1. Preserve, protect, and maintain open space, parks, and recreation facilities as desirable land uses, recognizing that such uses contribute to the high quality of life in Torrance.

Policy S.6.5. Maintain sufficient and adequate police stations and substations, facilities, services, and staffing to meet high public safety standards.

Policy CR.8.2. Maintain, promote, and enhance programs that provide recreational, educational, cultural, and community services for families and residents of all ages.

The Plan update is designed to protect and preserve existing neighborhoods in a safe and community-minded manner. Its management strategies will preserve the quality of open space, and community safety. As a result, the proposed Plan update supports and enhances the General Plan's vision of a high quality of life for City residents. No impact is anticipated.

12. MINERAL RESOURCES. Would the project:

Environmental Background

According to the State Mining and Geology Board, the majority of land within City of Torrance is classified as MRZ-1 and MRZ-3 which designates an "area containing mineral deposits of no significance importance," or "area containing mineral deposits; however, the significance of these deposits cannot be evaluated from available data." A small strip of land, south of Pacific Coast Highway, is designated as MRZ-2 which designate an "area containing mineral deposits of significant importance."

(a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	■
(b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	■

a, b) The City of Torrance is predominantly developed on land that is classified as MRZ-1 and MRZ-3, which is land with limited mineral resource potential. The City's General Plan and Zoning maps do not include areas reserved for mineral extraction. The proposed Plan update does not involve any extraction of mineral resources, nor will it result in the development of any structure which would prevent the use or removal of state or local mineral resource. No impact would occur.

13. NOISE. Would the project result in:

Environmental Background

The main sources of noise include road traffic, aircraft, railroads, construction, industry, noise in buildings, and consumer products.[17] *Other noise sources include stationary sources, such as pool and spa equipment or heating, ventilating and air conditioning (HVAC) units.*

In the City of Torrance, street and freeway traffic represent the primary source of noise. Interstate 405 (I-405) is the main source of noise in the northeastern portion of the City. Other significant sources of noise in the City include the Santa Fe Railroad and Torrance Municipal Airport. The effective methods to reduce the impacts of noise on sensitive land uses implemented by cities include vehicle trip reduction, noise barriers, and setbacks.

(a) Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? ☐ ☐ ☐ ■

a) The management strategies included in the Plan update do not have the potential to generate substantial noise. Activities will include automobile and truck trips, which are currently occurring as a result of coyote sightings and incidents, and are not expected to increase as a result of the Plan update. Project activities are temporary and would not exceed any noise levels. No impact is anticipated.

(b) Generation of excessive groundborne vibration or groundborne noise levels? ☐ ☐ ☐ ■

b) The Plan update does not include vibration-producing activities or the use of vibration-producing construction equipment, such as bulldozers, jackhammers, or pile drivers. No impact would occur.

(c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? ☐ ☐ ☐ ■

c) The proposed Plan update would not generate housing or population, nor would it increase nonresidential development. Therefore, the project would not result in, or increase exposure of people or structures to, excessive noise from the municipal airport. No impact would occur.

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17 EPA Clean Air Act Title IV - Noise Pollution.

14. POPULATION / HOUSING. Would the project:

Environmental Background

The current population of the City of Torrance is approximately 147,175, with an average household size of 2.623 persons for single-family units. The City is composed of low, medium, and high density residential development, but the majority of housing units (27,210 units) are single family homes.

(a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? ☐ ☐ ☐ ■

a) The proposed Plan update would not directly or indirectly induce unplanned population growth in the City, as it does not include the construction of new homes or result in the need for new homes. In addition, the project would not result in or encourage the extension of paved roadways or public service/utility infrastructure into an undeveloped area and thus indirectly encourage population and housing growth. No impact would occur.

(b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? ☐ ☐ ☐ ■

b) The proposed Plan update would not displace existing people or housing to necessitate the construction of housing elsewhere, because it does not propose construction or other physical alteration to the current City environment. No impact would occur.

15. PUBLIC SERVICES.

Environmental Background

Fire Protection: *Fire protection services to the City are provided by the Torrance Fire Department whose headquarters is located on 1701 Crenshaw Boulevard. Currently, there are six fire stations in the City: Fire Station 1 (Headquarters), Fire Station 2 (25135 Robinson Way), Fire Station 3 (3535 W. 182nd Street), Fire Station 4 (5205 Calle Mayor), Fire Station 5 (3940 Del Amo Blvd), and Fire Station 6 (21401 Del Amo Circle).*[18]

Police Protection: *Police protection services to the City are provided by the Torrance Police Department which is located at 3300 Civic Center Drive. The police department is responsible for the City's emergency management planning. It also administers a Neighborhood Watch Program which involves residents in neighborhood activity. The department manages current coyote management efforts in the City.*

Schools: *The City of Torrance is located within the jurisdiction of the Torrance Unified School District. Currently, this district is operating approximately seventeen elementary, eight middle schools, and five high schools in the City.*[19] *The district also offers several preschool and adult educational programs.*

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18 City of Torrance General Plan.

19 Torrance Unified School District Website, https://www.tusd.org/schools, Accessed February 2019.

Parks and Recreation Facilities: *The City's Community Services Department operates and manages over 40 parks and recreation facilities, libraries, and open spaces in its boundaries. The size of parks in the city ranges from 0.1 acre to 52 acres, which provide different levels of recreation use. The two largest parks in City are Columbia Park (52 acres) and Wilson Park (44 acres).*

(a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
(i)	Fire protection?	☐	☐	☐	■
(ii)	Police protection?	☐	☐	☐	■
(iii)	Schools?	☐	☐	☐	■
(iv)	Parks?	☐	☐	☐	■
(v)	Other public facilities?	☐	☐	☐	■

Fire Protection: *None of the proposed Plan activities would generate housing and/or population increases, nor would it increase nonresidential development. Therefore, the project would not increase the demand for fire services. No impact is anticipated.*

Police Protection: *Currently, the City's police department is responsible for response to coyote sightings or incidents. The proposed Plan update is designed to include programs to reduce incidents, including pet and food-source management, and removal of coyotes within the City. Implementation of the Plan update will also increase resident security and safety, thereby reducing the calls for service currently required by the police department. No impact is anticipated.*

Schools: *The proposed Plan update will result in management activities which would not directly or indirectly increase the City's student population or require the construction of a new school facility. No impact is anticipated.*

Parks or Other Public Facilities: *As discussed above, the proposed Plan update would not result in an increase in population that would require the provision of additional parks or other public facilities in the City. In addition, management activities will assure public safety in parks and public open space areas by removing coyotes when the safety of the public is at risk. Therefore, there would be no change in the level of use or activity as a result of the Plan. No impact is anticipated.*

16. RECREATION.

Environmental Background

The City owns and maintains approximately 1,218 acres of public parks and open space. Open space for outdoor recreation in the City includes regional, community, and neighborhood parks; public school grounds; golf courses; and public trails for walking and biking. Some open spaces in the City are restricted and protected due to unstable geological conditions or the presence of unique vegetation and wildlife communities, including coastal hillsides and Madrona Marsh.

(a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	■
(b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	■

a, b) The proposed Plan update will result in management activities throughout the City, but will not induce population growth. As a result, it would also not increase the use of existing neighborhood or regional parks or other recreational facilities such that the facilities would be substantially degraded, nor will it require the construction or expansion of recreational facilities. No impact is anticipated.

17. TRANSPORTATION. Would the project:

Environmental Background

The circulation network in the City of Torrance consists of six roadway categories (i.e. freeways, principal arterial, major arterial, minor arterial, minor arterial, and collectors) all interconnected to adjoining jurisdictions. Regionally, the City is served by Interstate 405, and California Highway 107. The City's industrial districts are served by rail lines of the Union Pacific and the Burlington Northern and Santa Fe Railways which are used to transport and deliver goods and materials throughout the region.

The City's acceptable Level of Service (LOS) for both roadway and intersection operations is Level-of-Service (LOS) D or better.[20]

(a)	Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☐	■
(b)	Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☐	■

a, b) Proposed coyote management practices will have a negligible effect on traffic. The proposed Plan components could introduce a negligible number of new trips if an additional staff person were hired to respond to and inspect sightings of coyotes. As such, there would be no impact to the performance of the local or regional vehicular transportation network. There would be no impacts involving any physical modifications to streets, highways, sidewalks, transit stops, or bicycle routes, and no changes in usage of any of these modes of travel. Overall, no impact is anticipated.

(c)	Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	■

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20 City General Plan – Chapter 2 (Circulation and Infrastructure Element) – Page CI-7

(d)	Result in inadequate emergency access?	☐	☐	☐	■

c, d) None of the proposed Plan activities would require any physical modifications to streets, sidewalks, transit stops, or bicycle routes, and there would be no effect on any of these modes of travel or their uses. There would be no changes to the physical design of the local or regional transportation network or to the access to any particular property. As such, there would be no impact involving a design hazard or emergency access.

18. TRIBAL CULTURAL RESOURCES. Would the project:

Environmental Background

As discussed in the Section 5, cultural resources consist of prehistoric and historic sites, structures, and districts or any other physical evidence associated with human activity considered important to a culture, a subculture, or a community for scientific, traditional, or religious reasons. Whereas, historical resources include buildings, sites, structures, objects, or districts, each of which may have historical, prehistoric, architectural, archaeological, cultural, or scientific importance and be listed or eligible for listing in the National Register of Historic Places, the California Register of Historical Resources, or a local register of historical resources.

(a)	Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
(i)	Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	■
(ii)	A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	■

i, ii) As described above in Section 5, Cultural Resources, based on the NAHC's analysis, no known resources occur in the City. The City also conducted tribal consultation under the requirements of AB 52, and contacted those tribes who have requested to be contacted under the provisions of law. As of this writing, one response has been received from the Gabrieleño Band of Mission Indians (Kizh Nation). According to the Kizh Nation, the City occurs within its traditional territory, and is therefore a sensitive area and potentially contains sub-surface archaeological resources. To avoid any impact to their resources, the City arranged a consultation with Kizh Nation representatives to consider their concerns. The Kizh Nation subsequently responded that because the Plan update does not involve ground disturbance, no consultation was necessary.

The Plan update does not include activities that would result in grading or excavation. No impact to tribal cultural resources is anticipated.

19. UTILITIES / SERVICE SYSTEMS. Would the project:

Environmental Background

Domestic Water

Drinking water in the City of Torrance is supplied by two water agencies: the Torrance Municipal Water Department (TMWD) and the Rancho Dominguez and Hermosa-Redondo Districts of the California Water Service Company (CWS). Approximately 78 percent of water is provided by TMWD. Metropolitan Water District (MWD) provides approximately 88 percent of the City's portable water supply. MWD imports water from the Colorado River Aqueduct, State Water Project via the California Aqueduct, and groundwater basins. MWD also purchase water from the Water Replenishment District of Southern California and recycled water from the West Basin Municipal Water District.

Sewer System

The Public Works Department maintains local sewer and storm drain systems in the City. The Sanitation Districts of Los Angeles County (LACSD) is the regional agency responsible for the collection and treatment of wastewater. The City of Torrance lies within Sanitation Districts No. 5 and 30. The nearest wastewater treatment facility to the city is the Joint Water Pollution Control Plant (JWPCP) in Carson. JWPCP treats approximately 320 million gallons of wastewater a day. About five million gallons of the treated water is reused for irrigation purposes. The remainder of the treated water is discharged into the Pacific Ocean.

Storm Water Management and Flooding

The City of Torrance works with the County of Los Angeles to manage the storm drain and flood control facilities within the City. The Los Angeles County Department of Public Works provides plans, develops, operates, and maintains flood control facilities; whereas the City is responsible for local drainage from developments in the City and ensuring that storm drains properly feed into the regional system.

Utilities and Telecommunications

Natural gas and electric power services in the City is provided by the Southern California Gas Company and Southern California Edison Company, respectively. There are a number of telecommunications providers serving the City, including, AT&T, Frontier, Spectrum, and Cox Communications.[21]

Solid Waste Disposal

Solid waste and recyclable collection services in the City are provided by the City's Sanitation Division and other private haulers. The Sanitation Division is responsible for residential and municipal trash and recycling collection. Commercial development and multifamily homes secure private service from independent services.

(a)	Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	■
(b)	Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒

21 HighSpeed Internet Website, https://www.highspeedinternet.com/ca/torrance, Accessed March 2019.

(c)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	■

a-c) The proposed Plan update does not require connections to any water, wastewater, storm drainage, electric power, or telecommunications infrastructure. There is no wastewater generation and no stormwater runoff associated with any project activities. There will be no increase in the demand for these services, and therefore no need for the construction of new or physical modification to existing infrastructure. There will be no need for the acquisition of any new or expanded water supply entitlements. No impact would occur.

(d)	Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	■
(e)	Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	■

d, e) The Plan update involves management practices which will not generate solid waste beyond that already generated by City Hall and police department activities. The Plan update has no potential to exceed the capacity of local infrastructure or conflict any local, regional, and federal standards for solid waste disposal. No impact is anticipated.

20. WILDFIRE.

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

Environmental Background

The potential for wildland fires represents a hazard where development is adjacent to open space or within close proximity to wildland fuels or designated fire severity zones. The City of Torrance is located in Los Angeles County, which has been exposed to the deadliest and most destructive wildfires between 2017 and 2018. Historically, wildland fires in the County have occurred in the brush-covered hills of many communities, including the Palos Verdes Hills, south of the City, in what is Rolling Hills, Rolling Hills Estates, and Palos Verdes Estates. Wildfire hazards are highest in areas of the community near the wildland-urban interface (WUI). Southern portions of the City are susceptible to the risk of wildland fires.

(a)	Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	■

a) The proposed Plan activities occur for short periods of time in limited areas in residential areas, parks, and open space area where incidents have been reported. These activities are typically carried out limited number of staff, who arrive/depart via passenger automobiles and light-duty trucks. The Plan's activities will not result in any construction activity, road detours or other actions that could affect evacuation routes or emergency response plans. As such, these activities would have no effect on any emergency evacuation routes or plans.

(b)	Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	■

b) As discussed above, the majority of the southern portion of the city is subject to wildfire. These existing open space areas have potential to be occupied by coyotes proposed for management under the Plan, and could be subject to Plan management activities. These activities, however, have no potential to create or exacerbate wildfire risk, insofar as Plan activities do not include any fire-causing activity. The proposed Plan update would not require the construction of any new buildings, structures, or other facilities, and no coyotes control activities are proposed that would involve burning vegetation or using machinery that generates sparks or flames. There would be no impact involving exposure of people or structures to wildland fire hazards.

(c)	Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	■

c) The proposed Plan update proposes no physical modifications to the urban environment, and will not result in any infrastructure, including roads or water sources. No impact is anticipated.

(d)	Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	■

d) The project would not result in any ground-disturbing activity, nor would it have the potential to cause wildfire. Therefore, the implementation of the proposed Plan update would not expose people or structures to significant risks such as downslope or downstream flooding or landslides, post-fire slope instability, or drainage changes. No impact is anticipated.

21. MANDATORY FINDINGS OF SIGNIFICANCE:

(a)	Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	■

a) <u>Biological Resources:</u> The majority of the City of Torrance is urbanized. Some open spaces in the City contain unique vegetation and wildlife communities, including Madrona Marsh. Implementation of the proposed Plan update will not impact any protected or sensitive species. Implementation of the Plan does not include any activities in areas such as rivers or streams which may impact migratory fish species. Wildlife movement corridors in the City would not be impacted by proposed program operations. Overall, the Plan activities will not reduce fish or wildlife habitat or otherwise adversely impact a fish or wildlife species. No impact is anticipated; therefore, no mitigation is required.

Cultural Resources: There are a number of locally significant historic resources in the City of Torrance. The City occurs within the traditional territory of the Kizh Nation. None of the Plan's activities are anticipated to result in grading or excavation, so there is no potential for the implementation of the Plan to affect any cultural resource. No impact is anticipated; therefore, no mitigation is required.

(b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? ☐ ☐ ☐ ■

b) A significant impact could occur if the proposed project, in conjunction with related projects, would result in impacts that would be less than significant when viewed separately, but would be significant when viewed together. The impacts of the proposed Plan update are individually limited and will not impact the physical environment. Cumulative projects in the City involve development of vacant sites, and redevelopment of existing projects to achieve General Plan buildout. The proposed Plan update is not related to, nor will it impact, other cumulative development projects.

The Plan update proposes the management and control of a common, unprotected mammalian species, whose presence has caused a demonstrated hazard within the community. The Plan's implementation will have a cumulatively beneficial impact in the City, by managing an existing, known hazard.

(c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly? ☐ ☐ ☐ ■

c) The proposed project would continue to implement the City's coyote management activities, which are intended to protect, rather than have adverse effects on human beings. The stated goal of the Plan is to conduct sound, safe, and responsive coyote management to assist the City in resolving human-coyote conflicts, as well as to conduct control activities in accordance with applicable federal, state, and local laws and regulations. No significant impacts affecting human beings have been identified for any of the topics analyzed in this Initial Study.

22. EARLIER ANALYSIS:

N/A.

23. SOURCE REFERENCES:

Los Angeles County Important Farmland 2016 Map, ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2016/los16.pdf, Accessed February 2019.

Los Angeles County Agricultural Resource Areas Policy Map.

Living with California Coyotes by California Fish and Game Commission, https://sagehen.ucnrs.org/Documents/visitors/wildlife/coyote.pdf, Accessed March 2019.

Southern California Edison Company Territory Map, https://www.scholarsapply.org/uploads/edison/service_territory.pdf, Accessed February 2019.

Torrance Office of Economic Development Website (Utilities), https://business.torranceca.gov/our-city/economic-development/utilities, Accessed February 2019.

Geology of the Los Angeles Basin California – An Introduction by R.F. Yerkes et al., 1965, Geological Survey Professional Paper 420-A.

California Health and Safety Code definition.

City's General Plan – Figure S-4 (Hazardous Materials Sites).

Detailed Discussion of Animal Euthanasia by Alexandra Kleinfeldt (2017), Animal Legal & Historical Center.

The Humane Society of the United States – Euthanasia Reference Manual (2013).

City's General Plan – Page CR-45.

City's General Plan – Page CR – 48.

EPA Clean Air Act Title IV - Noise Pollution.

Torrance Unified School District Website, https://www.tusd.org/schools, Accessed February 2019.

City's general Plan – Chapter 2 (Circulation and Infrastructure Element) – Page CI-7

HighSpeed Internet Website, https://www.highspeedinternet.com/ca/torrance, Accessed March 2019.

24. ATTACHMENTS:

A. Wood Environment and Infrastructure Solutions, Inc., Technical Memorandum, April 1, 2019.

wood.

Technical Memorandum

To	**Nicole Criste, Principal** **Terra Nova Planning and Research** **42635 Melanie Place, Suite 101** **Palm Desert, CA 92211** **Tel: (760) 341-4800** **Fax: (760) 341-4455**	Project No.	**32252098**
From	**Scott Crawford**		
Office	**(951) 369-8060 ext. 102**		
Mobile	**(951) 634-9765**		
Fax	**(951) 369-8035**		
Date	**1 April 2019**		

Subject **Draft CEQA Review of the 2018 Draft Urban Coyote Management Plan for the City of Torrance, California**

Terra Nova Planning and Research has requested that Wood Environment & Infrastructure Solutions, Inc. (Wood) conduct a California Environmental Quality Act (CEQA) review of the 2018 Urban Coyote Management Plan (plan) for the city of Torrance (City), Los Angeles County, California. The plan was approved by Torrance City Council on 27 November 2018. The purpose is to review the existing plan for consistency with CEQA.

There are six separate CEQA items on the standard checklist. This memo addresses each of those individually below: Would the project:

a. **Have a Substantial adverse effect, either directly or through habitat modification on any species identified as candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?**

   Since coyotes are not identified as candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service, any impact to a single coyote or group of coyotes are not considered significant under this CEQA guideline. There is some speculation, but no published documentation, that removal of coyote(s) will indirectly increase the loss of sensitive species such as least Bell's vireo and coastal California gnatcatcher by allowing feral cat populations to increase. Under this CEQA guideline, only direct impacts or impacts associated with habitat removal are considered for substantial adverse effects. Therefore, under this section, the impacts associated with the coyote eradication plan are not considered significant under CEQA.

Wood Environment & Infrastructure Solutions, Inc.
1845 Chicago Avenue, Suite D
Riverside, CA 92507 USA
Tel +1 (951) 369-8060

woodplc.com

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?

The coyote management plan will not impact any riparian habitat, because it will not result in physical alteration of the environment. Since the removal of coyotes are not identified as candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service, any impact to a single coyote or group of coyotes are not considered significant under this CEQA guideline.

c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

Since the coyote management plan does not include the removal of any wetlands, it is not considered a significant impact under this CEQA guideline.

d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The management of coyotes within the city limits will not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. The implementation of the coyote management plan will not significantly impact this specific CEQA guideline.

e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

There are no city ordinances or policies that restrict the removal of coyote in the city of Torrance. There are also no specific Los Angeles County ordinances that restrict the removal of nuisance coyotes.

f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

There are no Habitat Conservation Plans or Multiple Species Habitat Conservation Plans associated with the city of Torrance. Los Angeles County has designated a number of Significant Ecological Areas that are located in incorporated cities. The Madrona Marsh

Preserve is a vernal marsh that occurs in the middle of the city but is not to be impacted as part of the coyote management plan. Therefore, any impacts to coyotes are not considered significant with regards to any implemented HCPs or MSHCPs.

This concludes Wood's CEQA review of the City's proposed Coyote Management Plan. If you have any questions regarding this survey, please contact me at (951) 369-8060 ext. 102 or at scott.crawford@woodplc.com.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.

Scott Crawford
Biology Group Manager

38 NORTH MARENGO AVENUE
PASADENA, CALIFORNIA 91101
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October 2, 2020 13010

Oscar Martinez
Planning and Environmental Manager
City of Torrance, Community Development Department
Via email: [redacted]

Subject: ***CEQA Consistency Analysis for Revisions to the City of Torrance Coyote Management Plan in Regard to Sensitive Biological Resources***

Dear Mr. Martinez:

This letter documents Dudek's review of the changes that the City of Torrance (City) proposes for their Coyote Management Plan (Plan)[i] regarding consistency with the California Environmental Quality Act (CEQA). Dudek understands that the proposed revisions involve extending the trapping season for coyote (*Canis latrans*) from five months (October to February) to year-round. A literature/database review for sensitive biological resources found within Torrance and the surrounding vicinity was conducted as part of the analysis. The thresholds for biological resources included in Appendix G (Environmental Checklist Form) of the CEQA Statue and Guidelines[ii] were then used to determine if the proposed changes would cause a significant impact to existing sensitive biological resources. A CEQA consistency analysis had previously been conducted for the Plan and it found that there would be no impacts to sensitive biological resources from the implementation of the Plan[iii].

Historically, coyotes were most commonly found on the Great Plains region; however, the species can now be found throughout North America in natural and urban environments. The species is omnivorous, and its prey can include domesticated dogs and cats. During the 2019-2020 trapping period there were 12 cat and 3 dog fatalities attributed to coyote.[iv] During the same period there were 231 reports of coyote activity including the trapping of 14 individuals of the species. The coyote activity in the 2019-2020 trapping period was an increase of 37% over the 2018-2019 period. Coyote is considered a non-game wildlife and is not protected under state or federal regulations. The methods for trapping are assumed to use live traps, with any caught coyote being euthanized per the Plan.

Environmental Setting

In 2005, residential development covered almost half of the City's land area. Industrial uses occupied the second largest land area, at 22 percent. Commercial and Public/Quasi-Public/Open Space uses represented the third largest land uses in the City (12 percent each). Torrance also had a limited supply of vacant land mostly within commercial and industrial areas. Given the built-out character of the community, only minor land use changes from baseline year 2005 conditions will occur over the long term. Natural open space areas within the city is limited to the Madrona Marsh Nature Preserve (Preserve)[v]. There are five habitat types within the Preserve: upland scrub, riparian, alkali margin, seasonal marsh, and vernal pools.[vi]

CEQA Consistency Analysis

Would the changes to the duration of the coyote trapping period:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. Relevant databases that contain information on candidate, sensitive, and/or special status wildlife species (it is assumed that trapping would not affect plant species since vegetation and soil removal are not required) include: the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database[vii] (CNDDB) and the U.S. Fish and Wildlife Services (USFWS) Information for Planning and Consultation (IPaC) Database[1][viii] (included as attachments). The results of these queries included 46 special-status wildlife species have recorded occurrences in the U.S. Geologic Survey's *Torrance, California* 7.5-minute topographic quadrangle, which contains most of the city, and surrounding quadrangles. Sixteen species are listed under the federal or state Endangered Species Act, and a small portion of critical habitat designated for coastal California gnatcatcher (*Polioptila californica californica*) is located on the southern edge of Torrance, south of the intersection of Hawthorne Boulevard and Pacific Coast Highway.

Only one special-status species with CNDDB occurrences in the vicinity of Torrance could potentially be affected by trapping, American badger (*Taxidea taxus*); however, there are no records within Torrance (too highly developed) or within the adjacent open space areas of Palos Verde Estates or Rolling Hills Estates, so the species is not expected to occur within the city. The remaining wildlife species are invertebrates, amphibians, reptiles, birds, bats, and rodents that would not be expected to be caught in traps set for coyote. Additionally, most of the species are associated with habitat that is not found within Torrance. Therefore, an increase in the trapping period for coyote would not have an impact on special-status species. An increase in trapping in critical habitat for coastal California gnatcatcher is not expected have an impact on the species or the protected habitat, since the activity does not require the removal of vegetation that could support the species.

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact. The USFWS' National Wetlands Inventory[ix] and CDFW's CNDDB were queried to review any riparian habitat and sensitive vegetation communities within Torrance. No riparian habitat and sensitive vegetation communities have been recorded in the city. The city is highly developed and primarily devoid of natural vegetation communities. An exception occurs in Madrona Marsh where riparian habitat and sensitive vegetation communities are expected. However, the proposed increase in the trapping period would not have an impact to this location since the activity does not require the removal of vegetation. Therefore, an increase in the trapping period for coyote would not have an impact on riparian habitat and sensitive vegetation communities.

c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact. The USFWS' National Wetlands Inventory was queried to review any recorded wetlands in Torrance. The city is highly developed with most rainfall being directed into the municipal stormwater systems. Wetlands may be found associated with the Madrona Marsh, Walteria Lake, and Entrado Park. However, increasing the trapping period for coyote would not have an impact to these locations since the activity does not require earthwork or

[1] Since impacts to species listed under the federal Endangered Species Act are not expected by increasing the trapping period for coyote, Section 7 or Section 10 consultation is not expected and only an informal IPaC Resource List was generated.

vegetation removal. Therefore, an increase in the trapping period for coyote would not have an impact on protected wetlands.

d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact. Torrance is highly developed and surrounded by developed areas, and it does not reside within any designated wildlife corridors and/or habitat linkages identified in the South Coast Missing Linkages[x] analysis project or California Essential Habitat Connectivity[xi] project. Wildlife expected in the city are those that are adapted to the urban environment and only local movement is expected. Thus, the increase in the trapping period for coyote would not substantially interfere with the movement of any native wildlife species or with established native resident or migratory wildlife corridors and no impact would occur. An increase in trapping does not require the removal of vegetation that could support native wildlife nursery sites, so no impacts would be expected.

e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance (e.g., oak trees or California walnut woodlands)?

No Impact. There are no City ordinances or policies within the General Plan that restrict the removal of coyote in Torrance. There are also no specific Los Angeles County ordinances or policies that restrict the removal of coyote. Therefore, an increase in the trapping period for coyote would not have an impact on local policies or ordinances protecting biological resources.

f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. CDFW's California Natural Community Conservation Plans map[xii] was reviewed to determine if Habitat Conservation Plans (HCPs) or Natural Community Conservation Plans (NCCPs) have been approved in Torrance. The city is a highly urbanized area, and there is no adopted HCPs or NCCPs for the city or adjacent areas. The closest is the City of Rancho Palos Verdes NCCP/HCP. No conflict with a HCPs, NCCPs, or other plans would occur with the increase duration for trapping coyote within Torrance. Therefore, an increase in the trapping period for coyote would not have an impact on HCPs or NCCPs.

Conclusion

Impacts to sensitive biological resources will not occur if the City modifies the Plan by increasing the period for trapping coyote from five months to year-round.

Sincerely,

Michael Cady
Senior Biologist

Att.: Database Query Results
cc: Tatia Strader, Assistant City Attorney

References

[i] The City of Torrance. 2019. Updated Coyote Management Plan, revised July 2019. Accessed September 30, 2020. https://www.torranceca.gov/our-city/community-development/planning-division/coyote-management-plan-update.

[ii] Association of Environmental Professionals. 2020. California Environmental Quality Act Statute and Guidelines. Accessed September 30, 2020. https://www.califaep.org/docs/2020_ceqa_book.pdf.

[iii] Wood Environment & Infrastructure Solutions. 2019. Draft CEQA Review of the 2018 Draft Urban Coyote Management Plan for the City of Torrance, California. Provided by the City of Torrance.

[iv] The City of Torrance. 2020. Urban Coyote Management Program: 2019-2020 Trapping Period Summary, October 7, 2019- March 7, 2020. Provided by the City of Torrance.

[v] City of Torrance. 2010. General Plan. Accessed September 30, 2020. https://www.torranceca.gov/our-city/community-development/general-plan/plan-2009.

[vi] Drake. T.E. 2005. The Madrona Marsh Preserve and Nature Center Management Plan. Accessed September 30, 2020. https://friendsofmadronamarsh.com/pdfs/MadronaMarshPreserveNatureCenter-ManagementPlan.pdf.

[vii] CDFW. 2020. California Natural Diversity Database, RareFind 5 web-viewer. Accessed September 30, 2020. https://www.wildlife.ca.gov/Data/CNDDB/Maps-and-Data.

[viii] U.S. Fish and Wildlife Service. 2020. Information for Planning and Consultation (IPaC) Database; results for the Project site. Accessed September 30, 2020. https://ecos.fws.gov/ipac/.

[ix] USFWS. 2020. National Wetlands Inventory, online Wetland Mapper. Accessed September 30, 2020. https://www.fws.gov/wetlands/data/mapper.html.

[x] South Coast Wildlands. 2008. South Coast Missing Linkages: A Wildland Network for the South Coast Ecoregion. Produced in cooperation with partners in the South Coast Missing Linkages Initiative. Accessed September 30, 2020. http://www.scwildlands.org.

[xi] Spencer, W.D., P. Beier, K. Penrod, K. Winters, C. Paulman, H. Rustigian-Romsos, J. Strittholt, M. Parisi, and A. Pettler. 2010. California Essential Habitat Connectivity Project: A Strategy for Conserving a Connected California. Prepared for California Department of Transportation, California Department of Fish and Game, and Federal Highways Administration. Accessed September 30, 2020. http://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18366.

[xii] CDFW (California Department of Fish and Wildlife). 2018. California Natural Community Conservation Plans [map]; dated April 2019. Accessed September 30, 2020. https://www.wildlife.ca.gov/Conservation/Planning/NCCP.

Attachment

Database Query Results

Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database

Query Criteria: Quad IS (Torrance (3311873) OR Venice (3311884) OR Inglewood (3311883) OR South Gate (3311882) OR Redondo Beach (3311874) OR Long Beach (3311872) OR San Pedro (3311863))

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Agelaius tricolor tricolored blackbird	ABPBXB0020	None	Threatened	G2G3	S1S2	SSC
Anniella stebbinsi Southern California legless lizard	ARACC01060	None	None	G3	S3	SSC
Aphanisma blitoides aphanisma	PDCHE02010	None	None	G3G4	S2	1B.2
Astragalus hornii var. hornii Horn's milk-vetch	PDFAB0F421	None	None	GUT1	S1	1B.1
Astragalus pycnostachyus var. lanosissimus Ventura Marsh milk-vetch	PDFAB0F7B1	Endangered	Endangered	G2T1	S1	1B.1
Astragalus tener var. titi coastal dunes milk-vetch	PDFAB0F8R2	Endangered	Endangered	G2T1	S1	1B.1
Athene cunicularia burrowing owl	ABNSB10010	None	None	G4	S3	SSC
Atriplex coulteri Coulter's saltbush	PDCHE040E0	None	None	G3	S1S2	1B.2
Atriplex pacifica south coast saltscale	PDCHE041C0	None	None	G4	S2	1B.2
Atriplex parishii Parish's brittlescale	PDCHE041D0	None	None	G1G2	S1	1B.1
Atriplex serenana var. davidsonii Davidson's saltscale	PDCHE041T1	None	None	G5T1	S1	1B.2
Bombus crotchii Crotch bumble bee	IIHYM24480	None	Candidate Endangered	G3G4	S1S2	
Brennania belkini Belkin's dune tabanid fly	IIDIP17010	None	None	G1G2	S1S2	
Carolella busckana Busck's gallmoth	IILEM2X090	None	None	G1G3	SH	
Centromadia parryi ssp. australis southern tarplant	PDAST4R0P4	None	None	G3T2	S2	1B.1
Centromadia pungens ssp. laevis smooth tarplant	PDAST4R0R4	None	None	G3G4T2	S2	1B.1
Chaenactis glabriuscula var. orcuttiana Orcutt's pincushion	PDAST20095	None	None	G5T1T2	S1	1B.1
Charadrius alexandrinus nivosus western snowy plover	ABNNB03031	Threatened	None	G3T3	S2S3	SSC
Chenopodium littoreum coastal goosefoot	PDCHE091Z0	None	None	G1	S1	1B.2

Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Chloropyron maritimum ssp. maritimum salt marsh bird's-beak	PDSCR0J0C2	Endangered	Endangered	G4?T1	S1	1B.2
Chorizanthe parryi var. fernandina San Fernando Valley spineflower	PDPGN040J1	None	Endangered	G2T1	S1	1B.1
Cicindela gabbii western tidal-flat tiger beetle	IICOL02080	None	None	G2G4	S1	
Cicindela hirticollis gravida sandy beach tiger beetle	IICOL02101	None	None	G5T2	S2	
Cicindela latesignata latesignata western beach tiger beetle	IICOL02113	None	None	G2G4T1T2	S1	
Cicindela senilis frosti senile tiger beetle	IICOL02121	None	None	G2G3T1T3	S1	
Coccyzus americanus occidentalis western yellow-billed cuckoo	ABNRB02022	Threatened	Endangered	G5T2T3	S1	
Coelus globosus globose dune beetle	IICOL4A010	None	None	G1G2	S1S2	
Coturnicops noveboracensis yellow rail	ABNME01010	None	None	G4	S1S2	SSC
Crossosoma californicum Catalina crossosoma	PDCRO02020	None	None	G3	S3	1B.2
Danaus plexippus pop. 1 monarch - California overwintering population	IILEPP2012	None	None	G4T2T3	S2S3	
Dithyrea maritima beach spectaclepod	PDBRA10020	None	Threatened	G1	S1	1B.1
Dudleya virens ssp. insularis island green dudleya	PDCRA040S2	None	None	G3?T3	S3	1B.2
Empidonax traillii extimus southwestern willow flycatcher	ABPAE33043	Endangered	Endangered	G5T2	S1	
Emys marmorata western pond turtle	ARAAD02030	None	None	G3G4	S3	SSC
Eryngium aristulatum var. parishii San Diego button-celery	PDAPI0Z042	Endangered	Endangered	G5T1	S1	1B.1
Eucosma hennei Henne's eucosman moth	IILEM0R390	None	None	G1	S1	
Eumops perotis californicus western mastiff bat	AMACD02011	None	None	G5T4	S3S4	SSC
Euphilotes battoides allyni El Segundo blue butterfly	IILEPG201B	Endangered	None	G5T1	S1	
Glaucopsyche lygdamus palosverdesensis Palos Verdes blue butterfly	IILEPG402A	Endangered	None	G5T1	S1	
Glyptostoma gabrielense San Gabriel chestnut	IMGASB1010	None	None	G2	S2	

Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Horkelia cuneata var. puberula mesa horkelia	PDROS0W045	None	None	G4T1	S1	1B.1
Isocoma menziesii var. decumbens decumbent goldenbush	PDAST57091	None	None	G3G5T2T3	S2	1B.2
Lasionycteris noctivagans silver-haired bat	AMACC02010	None	None	G5	S3S4	
Lasthenia glabrata ssp. coulteri Coulter's goldfields	PDAST5L0A1	None	None	G4T2	S2	1B.1
Laterallus jamaicensis coturniculus California black rail	ABNME03041	None	Threatened	G3G4T1	S1	FP
Lycium brevipes var. hassei Santa Catalina Island desert-thorn	PDSOL0G0N0	None	None	G5T1Q	S1	3.1
Microtus californicus stephensi south coast marsh vole	AMAFF11035	None	None	G5T1T2	S1S2	SSC
Nama stenocarpa mud nama	PDHYD0A0H0	None	None	G4G5	S1S2	2B.2
Navarretia fossalis spreading navarretia	PDPLM0C080	Threatened	None	G2	S2	1B.1
Navarretia prostrata prostrate vernal pool navarretia	PDPLM0C0Q0	None	None	G2	S2	1B.2
Nemacaulis denudata var. denudata coast woolly-heads	PDPGN0G011	None	None	G3G4T2	S2	1B.2
Neotoma lepida intermedia San Diego desert woodrat	AMAFF08041	None	None	G5T3T4	S3S4	SSC
Nyctinomops femorosaccus pocketed free-tailed bat	AMACD04010	None	None	G4	S3	SSC
Nyctinomops macrotis big free-tailed bat	AMACD04020	None	None	G5	S3	SSC
Onychobaris langei Lange's El Segundo Dune weevil	IICOL4W010	None	None	G1	S1	
Orcuttia californica California Orcutt grass	PMPOA4G010	Endangered	Endangered	G1	S1	1B.1
Panoquina errans wandering (=saltmarsh) skipper	IILEP84030	None	None	G4G5	S2	
Passerculus sandwichensis beldingi Belding's savannah sparrow	ABPBX99015	None	Endangered	G5T3	S3	
Pelecanus occidentalis californicus California brown pelican	ABNFC01021	Delisted	Delisted	G4T3T4	S3	FP
Pentachaeta lyonii Lyon's pentachaeta	PDAST6X060	Endangered	Endangered	G1	S1	1B.1
Perognathus longimembris pacificus Pacific pocket mouse	AMAFD01042	Endangered	None	G5T1	S1	SSC

Selected Elements by Scientific Name

California Department of Fish and Wildlife

California Natural Diversity Database

Species	Element Code	Federal Status	State Status	Global Rank	State Rank	Rare Plant Rank/CDFW SSC or FP
Phacelia stellaris Brand's star phacelia	PDHYD0C510	None	None	G1	S1	1B.1
Phrynosoma blainvillii coast horned lizard	ARACF12100	None	None	G3G4	S3S4	SSC
Polioptila californica californica coastal California gnatcatcher	ABPBJ08081	Threatened	None	G4G5T2Q	S2	SSC
Potentilla multijuga Ballona cinquefoil	PDROS1B120	None	None	GX	SX	1A
Rhaphiomidas terminatus terminatus El Segundo flower-loving fly	IIDIP05022	None	None	G1T1	S1	
Riparia riparia bank swallow	ABPAU08010	None	Threatened	G5	S2	
Sidalcea neomexicana salt spring checkerbloom	PDMAL110J0	None	None	G4	S2	2B.2
Siphateles bicolor mohavensis Mohave tui chub	AFCJB1303H	Endangered	Endangered	G4T1	S1	FP
Sorex ornatus salicornicus southern California saltmarsh shrew	AMABA01104	None	None	G5T1?	S1	SSC
Southern Coastal Bluff Scrub Southern Coastal Bluff Scrub	CTT31200CA	None	None	G1	S1.1	
Southern Coastal Salt Marsh Southern Coastal Salt Marsh	CTT52120CA	None	None	G2	S2.1	
Southern Dune Scrub Southern Dune Scrub	CTT21330CA	None	None	G1	S1.1	
Spea hammondii western spadefoot	AAABF02020	None	None	G3	S3	SSC
Sternula antillarum browni California least tern	ABNNM08103	Endangered	Endangered	G4T2T3Q	S2	FP
Streptocephalus woottoni Riverside fairy shrimp	ICBRA07010	Endangered	None	G1G2	S1S2	
Suaeda esteroa estuary seablite	PDCHE0P0D0	None	None	G3	S2	1B.2
Symphyotrichum defoliatum San Bernardino aster	PDASTE80C0	None	None	G2	S2	1B.2
Taxidea taxus American badger	AMAJF04010	None	None	G5	S3	SSC
Trigonoscuta dorothea dorothea Dorothy's El Segundo Dune weevil	IICOL51021	None	None	G1T1	S1	
Tryonia imitator mimic tryonia (=California brackishwater snail)	IMGASJ7040	None	None	G2	S2	
Vireo bellii pusillus least Bell's vireo	ABPBW01114	Endangered	Endangered	G5T2	S2	

Record Count: 82

IPaC **U.S. Fish & Wildlife Service**

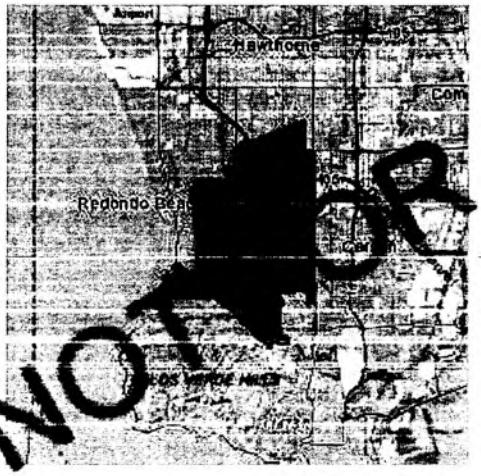
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Los Angeles County, California



Local office

Carlsbad Fish And Wildlife Office

(760) 431-9440
(760) 431-5901

2177 Salk Avenue - Suite 250
Carlsbad, CA 92008-7385

http://www.fws.gov/carlsbad/

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population, even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information.
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS

Pacific Pocket Mouse Perognathus longimembris pacificus — **Endangered**
No critical habitat has been designated for this species.
https://ecos.fws.gov/ecp/species/8080

Birds

NAME	STATUS
California Least Tern Sterna antillarum browni No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/8104	**Endangered**
Coastal California Gnatcatcher Polioptila californica californica There is **final** critical habitat for this species. Your location overlaps the critical habitat. https://ecos.fws.gov/ecp/species/8178	**Threatened**
Least Bell's Vireo Vireo bellii pusillus There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/5945	**Endangered**
Western Snowy Plover Charadrius nivosus nivosus There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/8035	**Threatened**

Insects

NAME	STATUS
El Segundo Blue Butterfly Euphilotes battoides allyni There is **proposed** critical habitat for this species. The location of the critical habitat is not available. https://ecos.fws.gov/ecp/species/3135	**Endangered**
Palos Verdes Blue Butterfly Glaucopsyche lygdamus palosverdesensis There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/8535	**Endangered**

Crustaceans

NAME	STATUS

NAME	STATUS
Riverside Fairy Shrimp Streptocephalus woottoni There is **final** critical habitat for this species. Your location is outside the critical habitat. https://ecos.fws.gov/ecp/species/8148	Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

This location overlaps the critical habitat for the following species:

NAME	TYPE
Coastal California Gnatcatcher Polioptila californica californica https://ecos.fws.gov/ecp/species/8178#crithab	Final

Migratory birds

Certain birds are protected under the Migratory Bird Treaty Act[1] and the Bald and Golden Eagle Protection Act[2].

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

1. The Migratory Bird Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Birds of Conservation Concern http://www.fws.gov/birds/management/managed-species/birds-of-conservation-concern.php
- Measures for avoiding and minimizing impacts to birds http://www.fws.gov/birds/management/project-assessment-tools-and-guidance/conservation-measures.php
- Nationwide conservation measures for birds http://www.fws.gov/migratorybirds/pdf/management/nationwidestandardconservationmeasures.pdf

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your project location. To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird

species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON (IF A BREEDING SEASON IS INDICATED FOR A BIRD ON YOUR LIST, THE BIRD MAY BREED IN YOUR PROJECT AREA SOMETIME WITHIN THE TIMEFRAME SPECIFIED, WHICH IS A VERY LIBERAL ESTIMATE OF THE DATES INSIDE WHICH THE BIRD BREEDS ACROSS ITS ENTIRE RANGE. "BREEDS ELSEWHERE" INDICATES THAT THE BIRD DOES NOT LIKELY BREED IN YOUR PROJECT AREA.)
Allen's Hummingbird Selasphorus sasin This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9637	Breeds Feb 1 to Jul 15
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Jan 1 to Aug 31
Black Oystercatcher Haematopus bachmani This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9591	Breeds Apr 15 to Oct 31
Black Scoter Melanitta nigra This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.	Breeds elsewhere

Black Skimmer Rynchops niger — Breeds May 20 to Sep 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5234

Black Turnstone Arenaria melanocephala — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Black-chinned Sparrow Spizella atrogularis — Breeds Apr 15 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9447

Black-vented Shearwater Puffinus opisthomelas — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Bonaparte's Gull Chroicocephalus philadelphia — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Brown Pelican Pelecanus occidentalis — Breeds Jan 15 to Sep 30
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/6034

Burrowing Owl Athene cunicularia — Breeds Mar 15 to Aug 31
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9737

California Thrasher Toxostoma redivivum — Breeds Jan 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Clark's Grebe Aechmophorus clarkii — Breeds Jan 1 to Dec 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Common Loon gavia immer — Breeds Apr 15 to Oct 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/4464

Common Murre Uria aalge — Breeds Apr 15 to Aug 15

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Common Tern Sterna hirundo — Breeds May 10 to Sep 10

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/4963

Common Yellowthroat Geothlypis trichas sinuosa — Breeds May 20 to Jul 31

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/2084

Costa's Hummingbird Calypte costae — Breeds Jan 15 to Jun 10

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9470

Double-crested Cormorant phalacrocorax auritus — Breeds Apr 20 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/3478

Herring Gull Larus argentatus — Breeds Apr 20 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Lawrence's Goldfinch Carduelis lawrencei — Breeds Mar 20 to Sep 20

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9464

Least Tern Sterna antillarum — Breeds Apr 20 to Sep 10
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Long-billed Curlew Numenius americanus — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/5511

Manx Shearwater Puffinus puffinus — Breeds Apr 15 to Oct 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Marbled Godwit Limosa fedoa — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9481

Northern Fulmar Fulmarus glacialis — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Nuttall's Woodpecker Picoides nuttallii — Breeds Apr 1 to Jul 20
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/9410

Oak Titmouse Baeolophus inornatus — Breeds Mar 15 to Jul 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9656

Parasitic Jaeger Stercorarius parasiticus — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Pink-footed Shearwater Puffinus creatopus — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Pomarine Jaeger Stercorarius pomarinus — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Red Phalarope Phalaropus fulicarius — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Red-breasted Merganser Mergus serrator — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Red-necked Phalarope Phalaropus lobatus — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Red-throated Loon Gavia stellata — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Ring-billed Gull Larus delawarensis — Breeds elsewhere

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Royal Tern Thalasseus maximus — Breeds Apr 15 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Rufous Hummingbird selasphorus rufus — Breeds elsewhere

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/8002

Scripps's Murrelet Synthliboramphus scrippsi — Breeds Feb 20 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Song Sparrow Melospiza melodia — Breeds Feb 20 to Sep 5
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Spotted Towhee Pipilo maculatus clementae — Breeds Apr 15 to Jul 20
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA
https://ecos.fws.gov/ecp/species/4243

Surf Scoter Melanitta perspicillata — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Tricolored Blackbird Agelaius tricolor — Breeds Mar 15 to Aug 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3910

Whimbrel Numenius phaeopus — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9483

White-winged Scoter Melanitta fusca — Breeds elsewhere
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

Willet Tringa semipalmata — Breeds elsewhere
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Wrentit Chamaea fasciata — Breeds Mar 15 to Aug 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

▪ probability of presence ▪ breeding season | survey effort – no data

SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Allen's Hummingbird BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪	▪▪▪▪

Bald Eagle
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

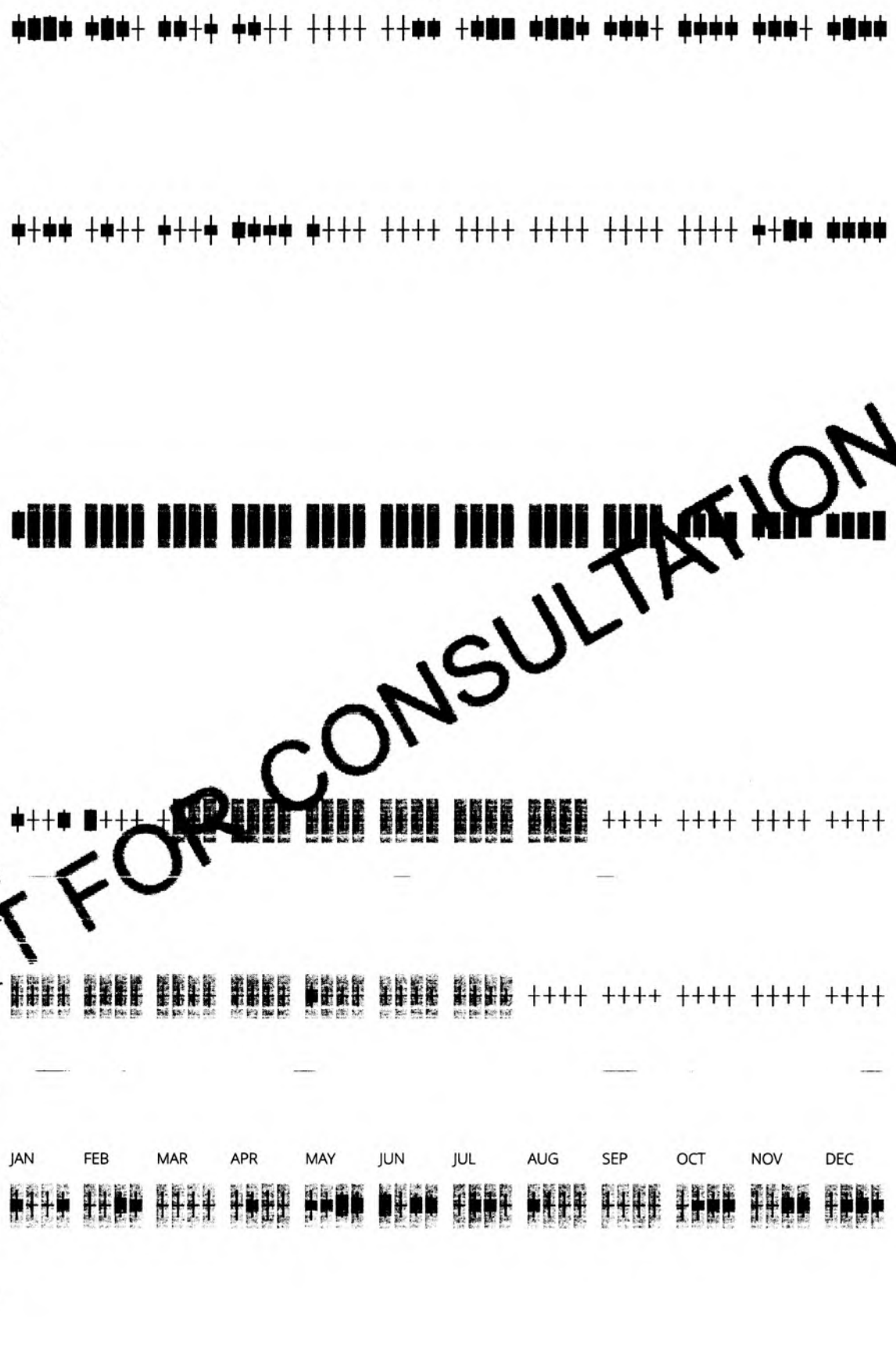
Black Oystercatcher
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Black Scoter
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Black Skimmer
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Black Turnstone
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Black-chinned Sparrow
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)



Common Loon
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Common Murre
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Common Tern
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Common Yellowthroat
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Costa's Hummingbird
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Double-crested Cormorant
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Herring Gull
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Lawrence's Goldfinch
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Least Tern
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Long-billed Curlew
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Manx Shearwater
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

SPECIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Marbled Godwit BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)												
Northern Fulmar Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)												
Nuttall's Woodpecker BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)												
Oak Titmouse BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)												
Parasitic Jaeger Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)												

Pink-footed Shearwater
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Pomarine Jaeger
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Red Phalarope
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Red-breasted Merganser
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Red-necked Phalarope
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Red-throated Loon
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Ring-billed Gull
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

SPECIES JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

Royal Tern
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Rufous Hummingbird
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Scripps's Murrelet
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Song Sparrow
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Spotted Towhee
BCC - BCR (This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA)

Surf Scoter
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Tricolored Blackbird
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Whimbrel
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

White-winged Scoter
Non-BCC Vulnerable (This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.)

Willet
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Wrentit
BCC Rangewide (CON) (This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.)

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures and/or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (Eagle Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the AKN Phenology Tool.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the Diving Bird Study and the nanotag studies or contact Caleb Spiegel or Pam Loring.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to obtain a permit to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS AT THIS LOCATION.

Fish hatcheries

THERE ARE NO FISH HATCHERIES AT THIS LOCATION.

Wetlands in the National Wetlands Inventory

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

This location overlaps the following wetlands:

ESTUARINE AND MARINE WETLAND

- M2USP

FRESHWATER EMERGENT WETLAND

- PEM1Ax
- PEM1Cx
- PEM1Ah
- PEM1As
- PEM1Cs

FRESHWATER FORESTED/SHRUB WETLAND

- PFOCx
- PSSAx
- PSSCx

FRESHWATER POND

- PUSAx
- PUBFx
- PUBHx

PUSCx
PUBKx
PABFx
PUSA
PUSKx
PUSCr

RIVERINE

R4SBCx
R4SBCr
R4SBAr

A full description for each wetland code can be found at the National Wetlands Inventory website

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

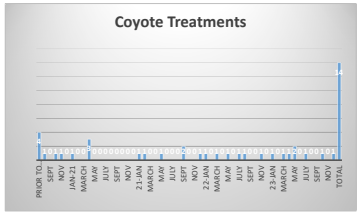
Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

Exhibit 9

Prior to Aug	Aug-19	Sept	Oct	Nov	Dec	Jan-21	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	21-Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	22-Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	23-Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
4	1	0	1	1	0	1	0	0	3	0	0	0	0	0	0	0	0	1	1	0	2*	1	0	0	0	2	0	0	1	1	0	1	0	1	0	1	1	0	0	1	0	0	1	0	1	1	2	0	1	0	0	1	0	1	14

*Coyote Bite



Prior to August	Aug-19	Sept	Oct	Nov	Dec	Jan-20	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan-21	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan-22	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan-23	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
17	0	0	3	1	0	1	0	0	4	0	0	0	0	0	0	0	0	5	4	0	3	2	0	0	0	6	0	0	3	3	0	2	0	4	0	2	3	0	0	3	0	2	0	3	0	3	0	3	0	3	0	0	0	0	0	52

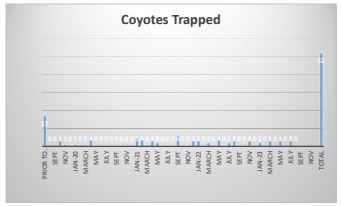


Exhibit 10

Council Meeting of
September 26, 2023

SUPPLEMENTAL #1

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Community Services – Supplemental Item #1 FOR ITEM 8D

Attached is the Coyote Management Program Report which was not included as an attachment to Item 8D at the time of posting the Agenda.

Respectfully submitted,

John La Rock
Community Services Director

CONCUR:

Aram Chaparyan
City Manager

Attachment A) Coyote Management Program Report

#1
SUPPLEMENTAL MATERIAL

8D

CITY OF TORRANCE
COYOTE MANAGEMENT PROGRAM REPORT

October 2019 – August 2023

Program History

JUN 2016
City adopts first Coyote Management Plan.

NOV 2018
City Council authorizes an environmental review (CEQA) to study the effects of a coyote trapping program.

SEP 2019
City Council adopts a CEQA Negative Declaration.

Amends the 2016 Plan to add an active trapping period from October to February each year.

NOV 2021
City Council amends the 2019 Plan to trap year-round, 5 days a week.

SEP 2022
City Council amends the 2022 Plan to trap year-round, 7 days a week.

Summary

Table 1

	Year-by-Year Comparison				
	Year 1	**Year 2**	**Year 3**	**Year 4***	
	2019-2020	**2020-2021**	**2021-2022**	**2022-2023**	
Start Date	*Oct. 7*	*Oct. 29*	*Oct. 11*	*Oct. 1*	
End Date	*Mar. 7*	*Mar. 19*	*Sep. 30*	*Data to Aug. 31/ Ends Sep. 30*	**Total**
Trapped Coyotes	**14**	**15**	**31**	**23**	**83**
Carrion (non-trapped) Coyotes	*2*	*1*	*7*	*5*	*15*

**Year 4 is not a complete data-set.*
Active trapping is ongoing. Only data for Oct. 1, 2022 – Aug. 31, 2023 is included.

Trapped Coyotes Monthly Summary
Year 2019-2023

Table 2

	Trapped Coyotes by Month				
	Year 1	Year 2	Year 3	Year 4*	Monthly Total
	2019-2020	2020-2021	2021-2022	2022-2023	
OCT.	1	1	0	4	6
NOV.	1	1	2	3	7
DEC.	5	9	4	1	19
JAN.	5	0	3	2	10
FEB.	1	2	2	2	7
MAR.	1	2	3	2	8
APR.	×	×	4	2	6
MAY.	×	×	3	2	5
JUN.	×	×	4	2	6
JUL.	×	×	3	1	4
AUG.	×	×	2	2	4
SEP.	×	×	1	--	1
Total	14	15	31	23	83

Notes

	Symbol	Definition
➢	x	Trapping did not take place during this month.
➢	--	Trapping data not available at time report was drafted.

(continued)

Total Reported Coyote Activity by Program Year:
October 1 – September 30

Table 3

	Reported Coyote Activity by Month			
	Year 1	**Year 2**	**Year 3**	**Year 4***
	2019-2020	**2020-2021**	**2021-2022**	**2022-2023**
OCT.	*53*	*135*	*30*	*66*
NOV.	*45*	*61*	*20*	*23*
DEC.	*46*	*47*	*28*	*34*
JAN.	*44*	*28*	*21*	*21*
FEB.	*44*	*24*	*22*	*35*
MAR.	*15***	*19*	*27*	*13*
APR.	*33*	*35*	*32*	*37*
MAY.	*75*	*42*	*23*	*34*
JUN.	*120*	*36*	*21*	*31*
JUL.	*91*	*30*	*17*	*24*
AUG.	*112*	*29*	*21*	*31*
SEP.	*102*	*22*	*42*	--
Total for Year	**780**	**508**	**304**	**349**

Notes

- **In March 2020 a cyber-attack affected City of Torrance communication channels, including the coyote management website. Reports were called in and recorded.
- Reported coyote activity in Table 3, include:
  - -Coyote Sighting by Residents
  - -Wild Animal Fatality
  - -Injured/ Carrion Coyote
  - -Dog Attack
  - -Dog Attack, Fatal
  - -Cat Attack
  - -Cat Attack, Fatal

(continued)

Reported Coyote Activity by Category and Trapping Year:
October 1 – September 30

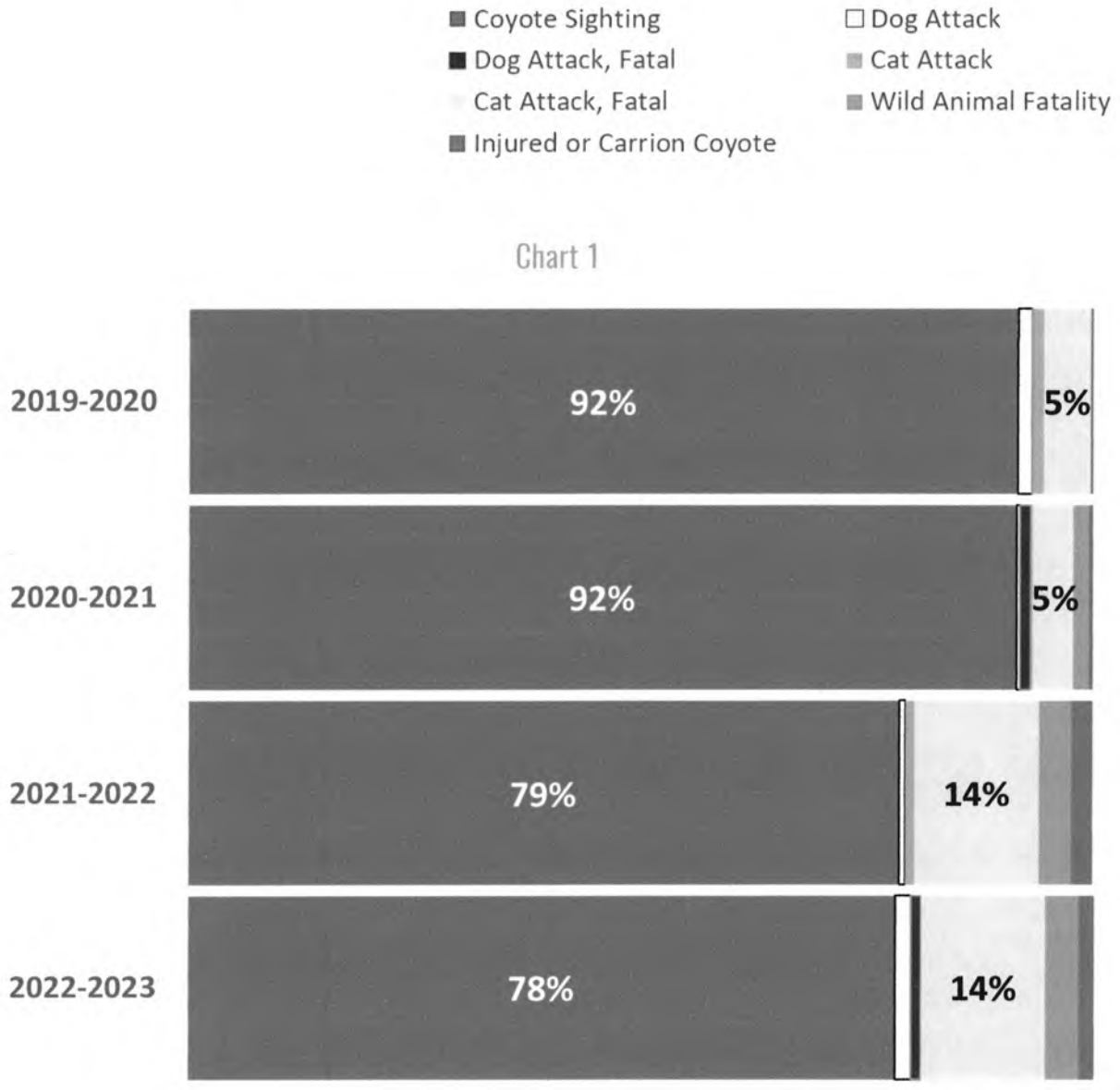
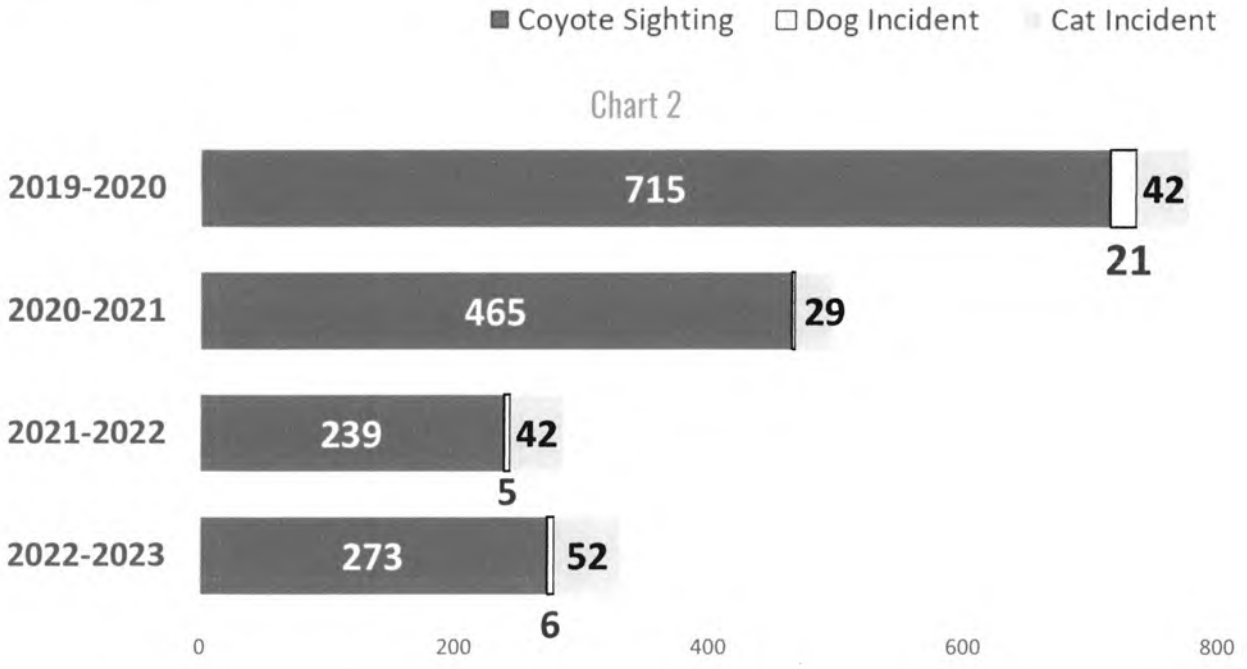


Chart 1

(continued)

Reported Coyote Incidents by Year:

October 1 – September 30



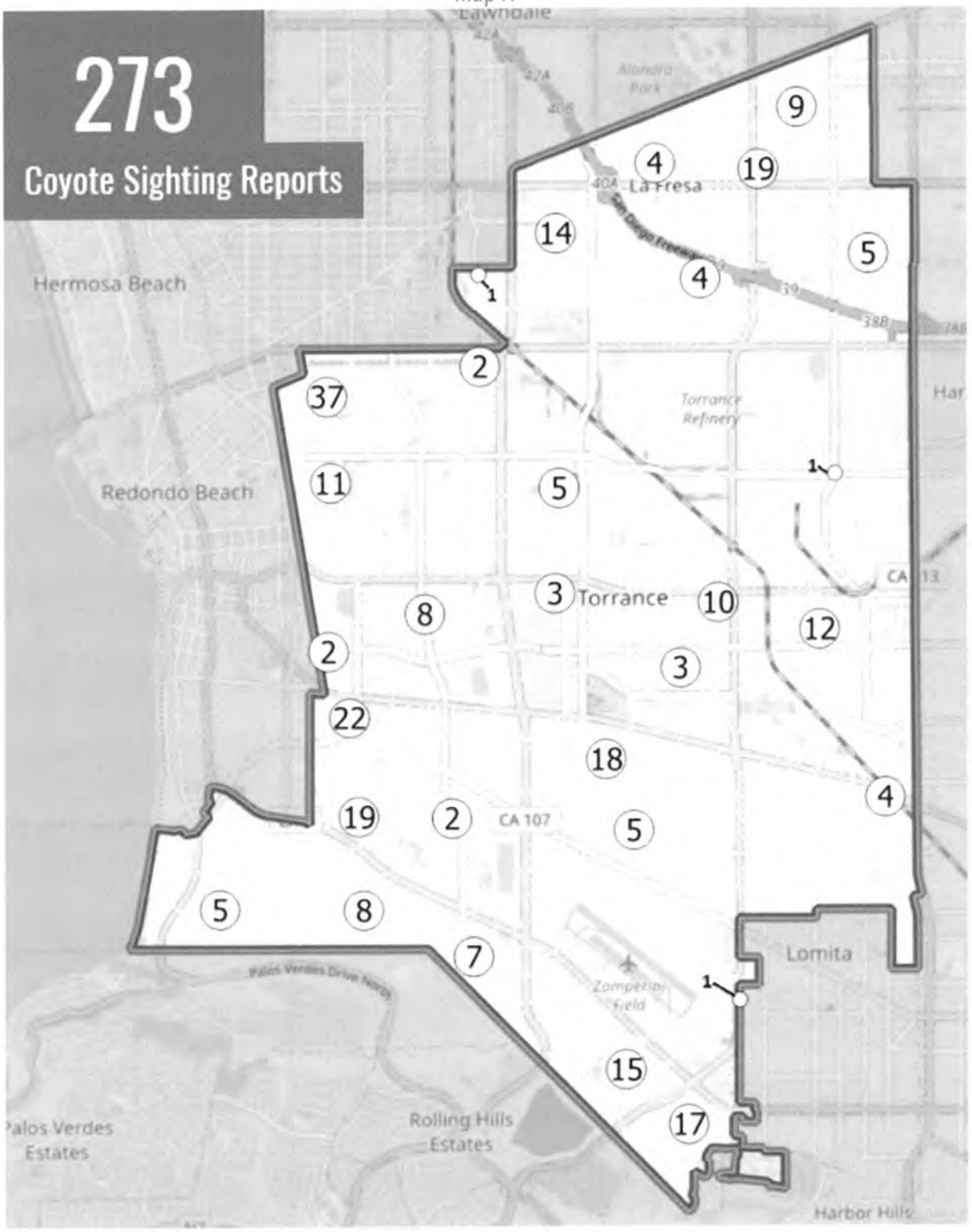
Notes

- Reported coyote incident totals in Chart 2 vary from total reported coyote activity by trapping year Table 3. The following categories are not included in Chart 2:
  - Wildlife animal fatality
  - Injured or carrion (non-trapped) coyotes.

(continued)

Reported Coyote Sightings
October 1, 2022 – August 31, 2023

Map A



Data Dictionary

- The City of Torrance offers members of the community a range of opportunities to report coyote activity.

  Sightings or coyote encounters with people or pets:
  - **Telephone**: 24-Hour Coyote Hotline (310) 618-3898
  - **Web:** www.torrancecoyote.customerportal.help/en
  - **App:** MyTorranceCA

  Report injured, sick or deceased coyote:
  - **Telephone:** Torrance Animal Control (310) 618-3850

  Threat to human safety:
  - **Telephone:** Call 9-1-1 immediately.

- Data collection methods vary over trapping periods.
  - Torrance Police Department used Spillman software for collecting coyote reports. Aside from the type of coyote encounter reported, date and time, no other information was recorded.
    - TPD categories: (sighting, dog attack, cat attack, fatal dog attack, fatal cat attack, fox, and human attack).
  - The coyote management program transferred from the Torrance Police Department to the Community Services Department July 2020. Data continued to be collected on Spillman until December 2020. An interim spreadsheet data-base was developed.
  - The existing coyote management portal went live April 2021. An expanded list of variables added provide more details about coyote encounters.

- Time-frame varies over program periods. To standardize data, the following time-frame adjustments were made:
  - Year 1 and 2 trapping period is defined as October 1 – March 31, in their respective years.
  - Year 3 and 4 trapping period is defined as October 1 – June 30, in their respective years.
- In March 2020 a cyber-attack affected City of Torrance communication channels, including the coyote management website. Reports of coyote activity were submitted over telephone.

Exhibit 11

MINUTES
RANCHO PALOS VERDES CITY COUNCIL AND IMPROVEMENT AUTHORITY
REGULAR MEETING
SEPTEMBER 5, 2023

CALL TO ORDER:

A Regular Meeting of the Rancho Palos Verdes City Council and the Improvement Authority for the purpose of a Closed Session was called to order by Mayor Ferraro at 6:01 P.M. at Fred Hesse Community Park, McTaggart Hall, 29301 Hawthorne Boulevard. This meeting took place remotely in accordance with the requirements of the Ralph M. Brown Act, Section 54950 et seq. of the Government Code. Remote participation by any Councilmember shall be in accordance with Subdivisions (b)(3) or (f) of Government Code Section 54953. Members of the public could observe and participate using the Zoom participation feature, and with options called out in the public participation form provided under a separate cover with the agenda. Notice having been given with affidavit thereto on file.

City Council roll call was answered as follows:

PRESENT: Alegria, Bradley, Seo, Mayor Pro Tem Cruikshank and Ferraro
ABSENT: None

Also present were Ara Mihranian, City Manager; William Wynder, City Attorney; Octavio Silva, Interim Community Development Director and Karina Bañales, Deputy City Manager.

PUBLIC COMMENTS FOR CLOSED SESSION:

City Clerk Takaoka noted that there were no requests to speak.

CLOSED SESSION ITEM(S) ANNOUNCED:

City Attorney Wynder announced the items to be discussed in Closed Session.

1. **PENDING LITIGATION – POTENTIAL LITIGATION AGAINST THE CITY GC 54956.9(d)(2) and (e)(1)**

   A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency in two (2) cases.

At 6:03 P.M., the Council recessed to Closed Session.

RECONVENE TO REGULAR MEETING:

At 7:03 P.M. the Closed Session was reconvened to the Regular meeting.

REGULAR MEETING – OPEN SESSION

CALL TO ORDER:

A Regular Meeting of the Rancho Palos Verdes City Council and of the Improvement Authority was called to order by Mayor Ferraro at 7:03 P.M. at Fred Hesse Community Park, McTaggart Hall, 29301 Hawthorne Boulevard, notice having been given with affidavit thereto on file.

ROLL CALL:

City Council roll call was answered as follows:

PRESENT: Alegria, Bradley, Cruikshank, Seo, and Mayor Ferraro
ABSENT: None

Also present were Ara Mihranian, City Manager; Karina Bañales, Deputy City Manager; William Wydner, City Attorney; Vina Ramos, Interim Director of Finance; Cory Linder, Director of Recreation and Parks; Daniel Trautner, Deputy Director of Recreation Parks; Ramzi Awwad, Public Works Director; Octavio Silva, Interim Director of Community Development; Shaunna Hunter, Administrative Analyst; Enyssa Sisson, Administrative Analyst and Teresa Takaoka, City Clerk.

Also present, was Lieutenant Michael White, Interim Captain from the Los Angeles County Sheriff's Department.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by City Manager Mihranian.

CLOSED SESSION REPORT:

City Attorney Wynder reported that the City Council had two items on the Closed Session agenda, both were facts and circumstances which could give rise to the exposure litigation in two cases. In each case, there was a privileged and confidential briefing of the City Council, and questions were asked and answered. City Council unanimously approved litigation avoidance strategies in both such facts and circumstances.

MAYOR'S ANNOUNCEMENTS:

Remarks by invited electeds/representatives and Council Members

The following representatives spoke and presented a certification for the City's 50th anniversary celebration:

Janice Hahn, County Board of Supervisors; Raymond Jackson, Mayor of Hermosa Beach; Britt Huff, Mayor of Rolling Hills Estates; Patrick Wilson, Mayor of Rolling Hills; Bea Dieringer, Councilmember of Rolling Hills; Lieutenant Michael White, Interim Captain of Los Angeles County Sheriff's Department; Jennifer Addington, District Director and Trustees of Palos Verdes Library District; Ami Gandhi, Board President of Palos Verdes Peninsula Unified School District; Edward Feves, Representative of Senator Ben Allen's Office; Melissa Ramoso, District Director Representative of Assemblymember Al Muratsuchi's Office; Tim McOsker, Los Angeles Councilmember; and Ken Dyda, Former Councilmember.

Mayor Ferraro called for a brief recess at 7:49 P.M., Without objection, Mayor Ferraro so ordered. The meeting reconvened at 8:11 P.M.

RECYCLE AND EMERGENCY PERSONAL PREPAREDNESS KIT DRAWING:

Mayor Ferraro announced the Recycle Winners for the August 15, 2023 City Council meeting: Rocio Martinez and Beverley Western. She indicated that all winners receive a check for $250 and urged everyone to participate in the City's Recycling Program. She noted that in addition to winning the Recycler Drawing, the two individuals also won a personal emergency preparedness kit from the City valued at $40.

APPROVAL OF THE AGENDA:

Mayor Pro Tem Cruikshank moved, seconded by Councilmember Bradley, to approve the agenda as presented.

The motion passed on the following roll call vote:

AYES: Alegria, Bradley, Cruikshank, Seo, and Mayor Ferraro
NOES: None

PUBLIC COMMENTS FOR NON-AGENDA ITEMS:

City Clerk Takaoka noted that late correspondence was distributed and there were four requests to speak.

The following members of the public addressed the City Council: Joan Carbonel, Chris Carbonel, Casey Carbonel, and Craig Weintraub.

CITY MANAGER REPORT:

City Manager Mihranian provided updates on the following: Awarded 23.33 Million FEMA Grant for Portuguese Bend Landslide Remediation Project; Open recruitment to become a docent; City Hall open house on September 7 from 2:00- 6:00 P.M.; RPV's Run for Myles will be held on September 9; the City's 50th Anniversary Gala Banquet

will be held on September 9; Thanking all sponsors who assisted with the City's Gala event; September is National Emergency Preparedness month, stay connected and stay informed with PVPready; Remembering September 11th and all those who lost their lives; National POW/MIA recognition day will be honored with a 24hr relay on September 14; Wishing Everyone a Happy Rosh Hashanah and Happy Hispanic Heritage Month.

CONSENT CALENDAR:

City Clerk Takaoka reported that there was one request to speak on Item E.

Councilmember Bradley moved, seconded by Mayor Pro Tem Cruikshank, to approve the Consent Calendar with Item E to be considered immediately after the Consent Calendar.

The motion passed on the following roll call vote:

AYES: Alegria, Bradley, Cruikshank, Seo, and Mayor Ferraro
NOES: None

A. Approval of Minutes (Zweizig)

Approved the Minutes of August 15, 2023, Regular Meeting.

B. Registers of Demands (Mata)

1) Adopted Resolution No. 2023-41, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING FUNDS FROM WHICH THE SAME ARE TO BE PAID (Check run dated 20230818); Adopted Resolution No. 2023-42, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING FUNDS FROM WHICH THE SAME ARE TO BE PAID (Check run dated 20230804); and, 2) Adopted Resolution No. IA 2023-09, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES, ALLOWING CERTAIN CLAIMS AND DEMANDS AND SPECIFYING FUNDS FROM WHICH THE SAME ARE TO BE PAID.

C. Consideration and possible action to authorize the Mayor to sign a letter opposing Assembly Constitutional Amendment (ACA) 10 (Fundamental Right to Housing). (Hunter)

(1) Authorized the Mayor to sign a letter opposing ACA 10 (Fundamental Right to Housing).

D. Consideration and possible action to support Senate Bill (SB) No. 244 (Right to Repair (Hunter)

(1) Authorized the Mayor to sign a letter supporting SB 244 (Right to Repair Act).

E. Consideration and possible action to change the audio-visual equipment vendor for the Ladera Linda Community Park Project. (O'Neill)

This item was removed for separate consideration immediately after the adoption of the consent calendar.

F. Consideration and possible action to award a professional services agreement to Coyote, Wildlife and Pest Solutions, Inc. to conduct selective coyote trapping.
(Monroy)

(1) Authorized a professional services agreement with Coyote, Wildlife and Pest Solutions, Inc. for a two–year term with an optional one–year extension to be exercised at the discretion of the Contract Officer, in an amount not to exceed $180,000 for all three years for supplemental selective coyote trapping services.
(2) Authorized the Mayor and City Clerk to execute the professional services agreement in a form approved by the City Attorney.

CONSENT CALENDAR ITEM(S) PULLED FOR PUBLIC COMMENT:

E. Consideration and possible action to change the audio-visual equipment vendor for the Ladera Linda Community Park Project. (O'Neill)

City Clerk Takaoka noted that there was one request to speak.

The following member of the public addressed the City Council: Ken Dyda.

Discussion ensued among Council Members, and questions were asked of Staff.

Mayor Pro Tem Cruikshank moved, seconded by Councilmember Bradley to approve Staff recommendations:(1) Authorized using AMG & Associates, the project's primary general contractor and the existing project budget, to procure and install audio-visual equipment for the Ladera Linda Community Park project by increasing the contract contingency in the amount of $179,119.98 above the existing 7.5% contingency.

The motion passed on the following roll call vote:

AYES: Alegria, Bradley, Cruikshank, Seo, and Mayor Ferraro
NOES: None

PUBLIC HEARINGS:

None.

REGULAR BUSINESS:

1. **Consideration and possible action to approve a continuation of the existing Landslide Monitoring Program. (Awwad)**

   City Clerk Takaoka noted that there were three requests to speak.

   Director of Public Works Awwad presented a brief staff report and PowerPoint presentation.

   The following members of the public addressed the City Council: Mickey Rodich, Nikki Nonshkam; and Eva Albuja.

   Discussion ensued among Council Members, and questions were asked of Staff. Director of Public Works introduced consultant Sam Hout with Hout Construction Services, to provide further information.

   Councilmember Bradley moved, seconded by Councilmember Seo to approve Staff recommendations: (1) Approved a continuation of the landslide monitoring program for September 2023 through June 30, 2024, with some enhancements; (2) Awarded a professional services agreement to Michael R. McGee, PLS DBA McGee Surveying Consulting for landslide surveying and monitoring services in the amount of $64,400 with a 15% contingency of $9,660 for a total cost of $74,060 through June 30, 2024; (3) Awarded a professional services agreement to Hout Construction Services, Inc. DBA Hout Engineering for management and related services for landslide surveying and monitoring in the amount of $59,513 with a 15% contingency of $8,927 for a total cost of $68,440; and (4) Authorized the Mayor to execute both professional services agreements in a form approved by the City Attorney.

   The motion passed on the following roll call vote:

   AYES: Alegria, Bradley, Cruikshank, Seo, and Mayor Ferraro
   NOES: None

CONSENT CALENDAR ITEM(S) PULLED BY A COUNCIL MEMBER:

None.

FUTURE AGENDA ITEMS:

Councilmember Seo requested an update from Cal Water regarding their responsiveness to water pipe breaks within the Portuguese Bend Landslide.

Mayor Ferraro requested a letter be sent to California Public Utilities Commission regarding the Portuguese Bend Landslide and the utilities responsiveness.

CITY COUNCIL ORAL REPORTS:

Each Council Member present reported on his/her attendance at various organization and association meetings.

ADJOURNMENT:

At 9:26 P.M., Mayor Ferraro adjourned to 6:00 P.M. on September 19, 2023, for a Closed Session, followed by a Regular meeting at 7:00 P.M.

for Barbara Ferraro, Mayor

Attest:

Teresa Takaoka, City Clerk