



CITY OF RANCHO PALOS VERDES

**TO:** HONORABLE MAYOR & CITY COUNCIL MEMBERS  
**FROM:** JOEL ROJAS, COMMUNITY DEVELOPMENT DIRECTOR  
**DATE:** FEBRUARY 17, 2015  
**SUBJECT:** VENDOR SERVICE AGREEMENT TO ASSIST IN PREPARING A  
PEAFOWL MANAGEMENT PLAN  
**REVIEWED:** CAROLYNN PETRU, ACTING CITY MANAGER  
Staff Coordinator: Ara Mhuranian, Deputy Community Development Director  
Daniel Pitts, Code Enforcement Officer

**RECOMMENDATION**

1. Authorize the Mayor and City Clerk to sign a Professional Service Agreement with Wildlife Services in the amount of \$28,650 for peafowl trapping and other peafowl management assistance.
2. Adopt Resolution No. 2015-\_\_ approving a budget appropriation in an amount of \$31,515 for peafowl trapping and peafowl management assistance.
3. Given that the peafowl trapping vendor has identified July 15<sup>th</sup> to March 31<sup>st</sup> as the most appropriate time of the year to humanely trap peafowl, direct Staff to present the City's Peafowl Management Plan to the City Council by May 2015 for public input and discussion.

**BACKGROUND**

On November 18, 2014, Staff presented the June and October 2014 Peafowl Census Reports for the Council's review. According to the Census Reports, peafowl within the following five neighborhoods: Portuguese Bend, Vista Grande, Crestridge, Sunnyside, and Monte Verde have increased since the last census was conducted in 2009. Additionally, throughout 2014, the City experienced an increase in resident complaints regarding peafowl with the majority of the complaints coming from the Vista Grande neighborhood. In light of the increase in peafowl population in the surveyed neighborhoods combined with a recent increase in resident complaints, including the tenor of the public comments

expressed at the November 18<sup>th</sup> meeting, the City Council directed Staff to move forward with the development of a peafowl trapping and management plan. Thus, the Council this evening is being asked to enter into a professional service agreement for peafowl trapping and other professional management services and to appropriate the necessary funding to cover costs for this service.

## **DISCUSSION**

In response to the Council's November 18<sup>th</sup> directive, Staff issued a Request for Proposal (RFP) to four vendors that conduct peafowl trapping services. According to the RFP, the scope of work was generally described to include the following:

### Peafowl Trapping

- Describe optimal time periods or seasons to trap,
- Identify the cost to trap and relocate each bird,
- Describe the cost associated with having a representative monitor the cages daily per State of California Department of Fish and Wildlife, Fish and Game Code 4004(d),
- Describe the methods used to humanely trap and relocate peafowl,
- Identify the location(s) where the trapped peafowl will be taken to, and
- Provide any additional information pertaining to trapping and relocating peafowl.

### Peafowl Management Plan

- Describe deterrent measures that private citizens can implement to minimize peafowl activity on their private property. (i.e. tree trimming, lighting, water, etc.),
- Describe public awareness opportunities,
- Provide educational materials (i.e. reference resources), and
- Describe alternative methods, aside from trapping, to reduce peafowl population (i.e. birth control).

As a result of the RFP, Staff received cost proposals from two vendors: Urban Wildlife Trapping Experts and Wildlife Services. Staff interviewed both vendors and after careful consideration including experience, capability and cost, Staff believes that Wildlife Services is the vendor that best matches the requirements needed to successfully remove peafowl from identified City neighborhoods and to relocate the birds outside the City where the birds are wanted and will thrive. Wildlife Services is experienced and familiar with the scope of work and the area since they were the City-hired trapper in 2009 and they also currently provide similar trapping and management services to the City of La Canada Flintridge. In terms of cost, with the possibility of trapping and relocating up to 150 birds, staff estimates the cost for this service to be \$28,650 plus a 10% contingency of \$2,865 for a total cost of \$31,515, as itemized on the following page:

Service	Cost	Total
Trapping of up to 150 birds	\$175 per bird	\$26,250
20 hrs of non-trapping services	\$65 per hour	\$1,300
5 cages	\$200 per cage	\$1,000
Insurance	\$1000 per year	\$1,000
<b>Cost</b>		<b>\$28,650</b>
<b>10% Contingency</b>		<b>\$2,865</b>
<b>Total Cost</b>		<b>\$31,515</b>

According to Wildlife Services, the cost to trap more than 50 birds would be at a rate of \$175 per bird (\$200 per bird for the trapping of less than 50 birds). This cost includes mileage, monitoring, and relocating the birds to a City-approved location. There is also a \$200 one-time cost per cage to cover materials and labor to construct customized cages that the City will own for future use. A \$65 per hour fee will be charged for services in addition to trapping, such as removing nests, participating in public outreach, and assisting Staff with preparing the City’s Peafowl Management Plan. Lastly, a \$1000 fee is being charged to obtain the City required Commercial general, auto insurance and worker's compensation insurance. In order to ensure the trapper is being compensated for actual birds trapped and relocated, the trapper will submit reports (within 24 hours) to the City photo documenting the captured bird and its relocation. It should be noted that the cost proposal from Urban Wildlife Trapping Experts for equivalent services was estimated to range between \$45,300 and \$75,800 depending on the number of birds trapped and the time duration.

Based on the aforementioned, Staff recommends that the City Council execute a professional service agreement with Wildlife Services and appropriate \$31,515 from the General Fund for peafowl trapping and management services.

**ADDITIONAL INFORMATION**

Peafowl Management Plan

Once the professional service agreement is in place, Staff will work closely with Wildlife Services in preparing the Peafowl Management Plan which will be provided to the City Council for review by May of this year. The Management Plan will identify the number of birds to trap in neighborhoods, procedures for trapping, as well as a public education component. It should be noted that a similar management plan was prepared by Wildlife Services for the City of La Canada Flintridge and that this task should be completed within a short period of time.

Future Public Notification

To ensure residents are aware of potential trapping, all residents within the five City

neighborhoods that are slated for trapping will be notified of when the Council will be reviewing and considering the Peafowl Management Plan.

#### Timing of Peafowl Trapping

During the interview process, Staff learned that the most appropriate time to trap peafowl is between July 15<sup>th</sup> to March 31<sup>st</sup>. This period is outside the peafowl nesting/hatching season and allows chicks to flock with their peahen before being able to function on their own. According to Wildlife Services, this is the most humane time period to conduct trapping. That said, peafowl trapping is not expected to occur until July 15<sup>th</sup>.

#### Alternatives to Trapping

In addition to trapping, during the breeding season, if nests are located, as part of the hourly rate services such nests can be removed thus reducing the overall peafowl. According to Wildlife Services, removing eggs from the nest is considered a humane industry standard that is commonly used to control peafowl population. The key to removing eggs humanely is through the use of a method called "candling" to determine whether the egg is near hatching. This is achieved by using a high intensity flashlight to view the development of the embryo to determine whether the egg is near hatching, which under this scenario would be left to hatch.

At the November 18<sup>th</sup> meeting, some Council members mentioned using a form of aviary birth control as an alternative method to trapping and managing the Peafowl population. The referenced birth control is known in the industry as "OvoControl." According to Wildlife Services, this product is only approved for use in pigeons and there may be some major issues that would make this product ineffective for peafowl birth control and potentially detrimental to native bird species. In addition to ensuring that the pellets are only consumed by pigeons, the product must be consumed on a daily basis during breeding season which would be difficult to control. Further, according to the manufacturer, the pellets can only be placed on a flat cement surface. For these reasons, it is not recommended as an alternative to trapping.

#### **ALTERNATIVES**

In addition to Staff's recommendation, the following alternatives are available for the City Council's consideration:

1. Direct Staff to solicit additional cost proposals for peafowl trapping services;
2. Direct Staff to not proceed with a Trapping Program at this time but to continue monitoring citizen complaints and provide educational information about co-existing with peafowl to residents in peafowl neighborhoods; and,
3. Direct Staff to not prepare a Trapping Program at this time but to conduct another

peafowl census during Spring 2015 to determine if there are further changes in the peafowl population.

**ATTACHMENTS:**

- Professional Service Agreement
- Resolution No. 2015-XX (Budget Appropriation)
- Wildlife Services Proposal

**CITY OF RANCHO PALOS VERDES  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of February, 2015, by and between the City of Rancho Palos Verdes (hereinafter referred to as the "CITY") and Wildlife Services (hereafter referred to as "VENDOR").

**ARTICLE 1  
SCOPE OF SERVICES**

**1.1 Description of Services**

VENDOR shall perform professional services for the City by preparing a Peafowl Management Plan encompassing the following scope of work:

(a) Peafowl Trapping – VENDOR shall conduct peafowl trapping in the following five neighborhoods: Portuguese Bend, Vista Grande, Crestridge, Sunnyside, and Monte Verde; subject to the following criteria:

- Trap up to 150 birds
- Perform trapping between August 1, 2015 and April 1, 2016
- Relocate each bird to a City-approved location
- Photo document and report each trapped bird to the City within 24 hours of its removal from the City
- Monitor the cages used for trapping per State of California Department of Fish and Wildlife, Fish and Game Code 4004(d)
- Methods used to trap and relocate peafowl must be conducted humanely

(b) Peafowl Management Plan – VENDOR shall assist the City in the preparation of a Peafowl Management Plan that shall include the following components:

- Describe deterrent measures that private citizens can implement to minimize peafowl activity on their private property. (i.e. tree trimming, lighting, water, etc.),
- Describe public awareness opportunities,
- Provide educational materials (i.e. reference resources), and
- Describe alternative methods, aside from trapping, to reduce peafowl population (i.e. birth control).

(c) When requested, VENDOR shall attend and participate in City meetings with CITY staff, as well as City Council meetings, which are necessary for the development and implementation of the Peafowl Management Plan. Additionally, when requested, VENDOR may be asked to perform services aside from trapping, such as removing nests. VENDOR shall be compensated by CITY for any meeting or non-trapping related service that is requested by CITY at the rate of \$65 per hour.

(d) All final reports, information, data and exhibits prepared or assembled by VENDOR in connection with the performance of its services pursuant to this Agreement are confidential until released by CITY to the public, and VENDOR agrees that they shall not be made available to any individual or organization without prior written consent of the CITY prior to such release. All such reports, information, data and exhibits shall be delivered to CITY upon demand without additional cost or expense to CITY. All charts, tables, figures, and maps, which are prepared with computer-based mapping or spreadsheet programs, shall be provided to CITY in a format that is acceptable to CITY.

(e) This agreement and the scope of work to be performed by VENDOR may only be amended in a written document executed by both of the parties to this agreement.

## 1.2 Schedule of Work

Upon receipt of a written Notice to Proceed from the CITY, VENDOR shall perform with due diligence the services requested by the CITY. Time is of the essence in this Agreement. VENDOR shall not be responsible for delay, nor shall VENDOR be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of CITY to furnish timely information or to approve or disapprove VENDOR's work promptly, or delay by CITY, or any other delays beyond VENDOR's control or without VENDOR's fault.

## ARTICLE 2 COMPENSATION

### 2.1 Fee

CITY agrees to compensate VENDOR an amount not to exceed twenty-eight thousand six hundred fifty dollars (\$28,650) for the services described in Article 1.

### 2.2 Terms of Compensation

VENDOR shall submit monthly invoices for the work completed in the previous month. CITY agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. CITY agrees to use its best efforts to notify VENDOR of any disputed invoice amounts within ten (10) days of the receipt of each invoice. However, CITY's failure to timely notify VENDOR of a disputed amount shall not be deemed a waiver of CITY's right to challenge such amount.

Additionally, in the event CITY fails to pay any undisputed amounts due VENDOR within forty-five (45) days after invoices are received by CITY, then CITY agrees that VENDOR shall have the right to consider said default a total breach of this Agreement and be terminated by VENDOR without liability to VENDOR upon ten (10) working days advance written notice to CITY.

### 2.3 Additional Services

CITY may request additional specified work under this Agreement. All such work must be authorized in writing by the CITY's City Manager prior to commencement. VENDOR shall perform such services, and CITY shall pay for such additional services at the rate of \$65.00 per hour.

### 2.4 Term of Agreement

This Agreement shall commence on February 18, 2015, and shall terminate on March 31, 2016.

## ARTICLE 3 INDEMNIFICATION AND INSURANCE

### 3.1 Indemnification

To the maximum extent permitted by law, VENDOR shall defend, indemnify, and hold the CITY, its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of VENDOR, its officers, employees or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, VENDOR shall defend Indemnitees at VENDOR's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. VENDOR shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. VENDOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by VENDOR or Indemnitees. All duties of VENDOR under this Section shall survive termination of this Agreement.

### 3.2 General Liability

VENDOR shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by VENDOR in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

### 3.3 Automobile Liability

VENDOR shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars (\$1,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars (\$500,000) for property damage arising from one incident. Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

### 3.4 Worker's Compensation

VENDOR agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. VENDOR shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

### 3.5 Notice of Cancellation

(a) All insurance policies shall provide that the insurance coverage shall not be cancelled or modified by the insurance carrier without thirty (30) days prior written notice to CITY, or ten (10) days notice if cancellation is due to nonpayment of premium. Additionally, VENDOR shall provide immediate notice to the CITY if VENDOR receives a cancellation or policy revision notice from the insurer.

(b) VENDOR agrees that it will not cancel or reduce any required insurance coverage. VENDOR agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at VENDOR's expense, the premium thereon.

### 3.6 Certificates of Insurance

At all times during the term of this Agreement, VENDOR shall maintain on file with the CITY Clerk certificates of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy shall contain endorsements naming the CITY, its officers, agents and employees as additional insureds.

### 3.7 Primary Coverage

The insurance provided by VENDOR shall be primary to any coverage available to CITY. The insurance policies (other than workers compensation) shall include provisions for waiver of subrogation.

## ARTICLE 4 TERMINATION

### 4.1 Termination of Agreement

(a) This Agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days prior written notice or by VENDOR upon ninety (90) days prior written notice. Notice shall be deemed served if completed in compliance with Section 6.15.

(b) In the event of termination or cancellation of this Agreement by VENDOR or CITY, due to no fault or failure of performance by VENDOR, VENDOR shall be paid compensation for all services performed by VENDOR, in an amount to be determined as follows: for work satisfactorily done in accordance with all of the terms and provisions of this Agreement as determined by the CITY, VENDOR shall be paid for said services performed prior to the effective date of termination or cancellation in accordance with the work items; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to VENDOR for the full performance of the services described in Section 2.1 of this Agreement.

## ARTICLE 5 OWNERSHIP OF DOCUMENTS

### 5.1 Ownership of Documents and Work Product

All final documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by VENDOR pursuant to this Agreement ("Written Products") shall be and remain the property of the CITY without restriction or limitation upon its use, duplication or dissemination by the CITY. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the CITY without restriction or limitation upon their use, duplication or dissemination by the CITY. VENDOR shall not obtain or attempt to obtain copyright protection as to any Written Products.

VENDOR hereby assigns to the CITY all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the CITY pursuant to the paragraph directly above this one.

VENDOR warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the CITY has full legal title to and the right to reproduce the Written Products. VENDOR shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as

independent contractors in the role of CITY officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. VENDOR shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, VENDOR, at its expense, shall: (a) secure for CITY the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

Upon termination, abandonment or suspension of the Project, the VENDOR shall deliver to the CITY all Written Products and other deliverables related to the Project without additional cost or expense to the CITY. If VENDOR prepares a document on a computer, VENDOR shall provide CITY with said document both in a printed format and in an electronic format that is acceptable to the CITY.

## ARTICLE 6 GENERAL PROVISIONS

### 6.1 Representation

The CITY representative shall be the Director of Community Development or his or her designee, and Mike Maxcy shall be VENDOR's designated representative. These individuals shall be the primary contact persons for the parties regarding performance of this Agreement.

### 6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, VENDOR shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 11200, et seq.).

### 6.3 Audit

The CITY or its representative shall have the option of inspecting, auditing, or inspecting and auditing all records and other written materials used by VENDOR in preparing its billings to the CITY as a condition precedent to any payment to VENDOR. VENDOR will promptly furnish documents requested by the CITY.

#### 6.4 Personnel

VENDOR represents that it has, or shall secure at its own expense, all personnel required to perform VENDOR's services under this Agreement. Mike Maxcy shall be the principal person who will perform VENDOR'S services under this Agreement. If Mr. Maxcy is unable to perform said services, VENDOR shall advise CITY immediately and shall obtain CITY'S approval before replacing Mr. Maxcy with any other individual. VENDOR may associate with or employ associates or subcontractors in the performance of its services under this Agreement, but at all times shall VENDOR be responsible for its associates and subcontractors' services.

#### 6.5 VENDOR's Representations

VENDOR represents, covenants and agrees that: a) VENDOR is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent VENDOR's full performance under this Agreement; and c) to the extent required by the standard of practice, VENDOR has investigated and considered the scope of services performed, has carefully considered how the services should be performed, and understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

#### 6.6 Conflicts of Interest

VENDOR agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make VENDOR "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by CITY on any matter in connection with which VENDOR has been retained pursuant to this Agreement.

#### 6.7 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

(b) If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

(c) Should any legal action between CITY and a party other than VENDOR require the testimony of VENDOR when there is no allegation that VENDOR

was negligent, CITY shall compensate VENDOR for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

#### 6.8 Assignment

Neither this Agreement nor any part thereof shall be assigned by VENDOR without the prior written consent of the CITY. Any such purported assignment without written consent shall be null and void, and VENDOR shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.

Notwithstanding the above, VENDOR may use the services of persons and entities not in VENDOR's direct employ, when it is appropriate and customary to do so.

#### 6.9 Independent Contractor

VENDOR is and shall at all times remain, as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of VENDOR or any of the VENDOR's employees, except as herein set forth, and VENDOR is free to dispose of all portions of its time and activities which it is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the VENDOR wishes except as expressly provided in this Agreement. VENDOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. VENDOR shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of CITY. VENDOR agrees to pay all required taxes on amounts paid to VENDOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. VENDOR shall fully comply with the workers' compensation law regarding VENDOR and its employees. VENDOR further agrees to indemnify and hold the CITY harmless from any failure of VENDOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any fees due to VENDOR under this Agreement any amount due to the CITY from VENDOR as a result of its failure to promptly pay to the CITY any reimbursement or indemnification arising under this Article.

#### 6.10 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

#### 6.11 Entire Agreement

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and

VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

#### 6.12 Construction

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

#### 6.13 Non-Waiver of Terms, Rights and Remedies

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to VENDOR constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of VENDOR, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

#### 6.14 Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

#### 6.15 Notice

Except as otherwise required by law, any notice, payment or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

##### To CITY:

Responsible Person: Joel Rojas, Director of Community Development  
City of Rancho Palos Verdes  
30940 Hawthorne Blvd.  
Rancho Palos Verdes, CA 90275

To VENDOR:

Michael Maxcy  
Wildlife Services  
1760 Wychoff Ave  
Simi Valley, CA 93063

6.16 Business License Required

During the term of this Agreement, VENDOR shall obtain and maintain a City Business License.

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
("VENDOR")

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CITY OF RANCHO PALOS VERDES  
("CITY")

By: \_\_\_\_\_  
Mayor

ATTEST

APPROVED AS TO FORM

By: \_\_\_\_\_

By: \_\_\_\_\_

RESOLUTION NO. 2015 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES, AMENDING RESOLUTION 2014-41, THE BUDGET APPROPRIATION FOR FY14-15, TO ADJUST THE BUDGET IN THE GENERAL FUND

WHEREAS, Section 3.32 of the Rancho Palos Verdes Municipal Code provides that all expenditures in excess of budgeted allocations must be by supplemental appropriation of the City Council: and

WHEREAS, on June 17, 2014, the City Council of the City of Rancho Palos Verdes adopted Resolution 2014-41, approving a spending plan and appropriating a budget for FY14-15: and

WHEREAS, On November 18, 2014, the City Council directed Staff to enlist professional vendor services to develop a peafowl trapping and peafowl management plan.

BE IT, THEREFORE, RESOLVED BY THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES:

The following adjustment is made to the FY14-15 budget:

<u>General Fund</u>				
Animal Control Professional Services	101-1025-421-32-00	\$31,515		

PASSED, APPROVED, AND ADOPTED THE 17<sup>th</sup> DAY OF FEBRUARY 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

State of California                    )  
County of Los Angeles               )ss  
City of Rancho Palos Verdes        )

I, CARLA MORREALE, City Clerk of The City of Rancho Palos Verdes, hereby certify that the above Resolution No. 2015- was duly and regularly passed and adopted by the said City Council at regular meeting thereof held on February 17, 2015.

\_\_\_\_\_  
CITY CLERK  
CITY OF RANCHO PALOS VERDES

WILDLIFE SERVICES  
1760 WYCHOFF AVE  
SIMI VALLEY, CA 93063  
(626) 827-2282  
PEACOCKPRO@YAHOO.COM

## **PROPOSAL FOR PEAFOWL MANAGEMENT PROGRAM FOR THE CITY OF RANCHO PALOS VERDES**

### **PEAFOWL TRAPPING**

Trapping Season will take place from July 15 – March 31. Generally, nesting/hatching season takes place from April to May. Peacocks, (males), can be trapped year long.

Cost for trapping and relocating is \$175 per bird.

Traps will be visited and maintained a minimum of once every 24hrs per Fish & Game code 4004(d) at no additional cost.

Traps are designed in a way where peafowl enter and cannot exit. My traps are large walk-ins that can humanely hold several birds at once. Food and water are used as bait and remain available to the trapped peafowl. Once trapped, I will safely net and remove the birds.

Peafowl are relocated to caring homes outside of the Palos Verdes peninsula. Over the last 9 years I have been able to cultivate a list qualified care givers who have the adequate space and husbandry knowledge to foster these relocated birds. Names, addresses and phone numbers are available upon the request of a city official.

My preferred method is to set up traps in the backyards of willing residents. This allows protection and privacy from individuals who may disagree with this program, preventing damaging of the traps and releasing of trapped birds.

### **PEAFOWL MANAGEMENT PLAN**

Educating the residents of RPV is a crucial part of maintaining a successful management program. I have been involved in managing peafowl since 1999, during this time I have come to realize how polarizing peafowl can be to a community. Allowing both sides to vent while remaining neutral has been most effective for me. I always make time to talk to the residents about the best methods to maintain a peafowl free yard or explain my methods of trapping and relocating. I hand out cards with my cell # and always encourage healthy conversations. Brochures and pamphlets are an option but I have found that one on one conversations work best.

### **NONTRAPPING POPULATION REDUCTION METHODS:**

The only effective method I have used to control populations other than trapping is removing eggs from the nest. By industry standards this is considered a humane practice and is commonly used. The trick is being able to find the nest and know when the optimal time for removal would be. This is accomplished using a technique called candling. Candling is the process of using light from a high intensity flashlight to view the development of the embryo. This process will enable to determine whether the chick is near hatching or the egg was just laid showing nothing but the yolk.

## QUALIFICATIONS

I am the owner and sole operator of Wildlife Services.

I have worked with the city of La Canada-Flintridge since 1999 as their peafowl consultant. I have assisted the City of Rancho Palos Verdes in 2009 & 2010 removing over 70 peafowl. I have also removed and relocated peafowl for residents in San Gabriel and San Marino. I have relocated over 150 peafowl since 2006.

I anticipate that the process of trapping and relocating approximately 150 peafowl can be accomplished during a single trapping season from July 15 - March 31. I can erect a minimum of three large walk-in traps, rotating them among approved city locations during this time.

The fee of \$175 per bird includes travel time, break down and set up of traps, relocation and any other actions necessary in the process required for the trapping and removal of peafowl. All other services required by the city such as mandatory meetings, public forums, nest removal will require a fee of \$65.00/ hr.

Please feel free to contact me with any questions or concerns.

Mike Maxcy  
(626) 827-2282

## REFERENCES

Kevin Chun  
Director of Administrative Services  
1327 Foothill Boulevard  
La Cañada Flintridge, CA 91011  
(818) 790-8880  
kchun@lcf.ca.gov

Sydne Yankojongbloed  
Mary & Joseph Retreat Center  
5300 Crest Road  
Rancho Palos Verdes, CA 90275  
310-493-3380

Peter Castro  
Senior Management Analyst  
1327 Foothill Boulevard  
La Cañada Flintridge, CA 91011  
818-822-2749  
pcastro@lcf.ca.gov