

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
FROM: SENIOR ADMINISTRATIVE ANALYST
DATE: FEBRUARY 20, 2001
SUBJECT: PEAFAWL POPULATION ASSESSMENT AND RECOMMENDATIONS

RECOMMENDATION

(1) Consider peafowl study findings and recommendations of Dr. Francine Bradley; (2) Adopt peafowl management plan to reduce peafowl population; (3) Execute a professional service agreement with the University of California Davis for Dr. Francine Bradley, poultry specialist, to implement demonstration trapping and relocation program and (4) Allocate \$3,000 from the Animal Control Service Budget for the peafowl demonstration project.

BACKGROUND

In recent years, City Hall has received an increasing number of peafowl related complaints from residents concerned with and agitated by the steadily growing peafowl population. Common complaints consist of excessive noise due to bird calls, birds walking on roof tops, damage to private yards and gardens, excessive animal waste and damage to rooftops.

Although the City has no formal policy concerning peafowl, the City discourages residents from feeding peafowl and other wildlife. In an attempt to assist residents, City Hall provides information on helpful suggestions to discourage peafowl from visiting private property. These suggestions range from types of plants to avoid for landscaping or for garden planting to the use of known peafowl-deterrents such as lawn sprinklers and presence of dogs. Many residents have pointed out the futility of these measures due to the overabundant number of peafowl in their area.

On May 2, 2000 the City Council received a report on residents' complaints of peafowl overpopulation and directed staff to further investigate potential measures to minimize the peafowl impact upon residents' quality of life. The general consensus of the City Council was to find a way to assist residents living in close proximity to large numbers of peafowl.

On July 18, 2000 the City Council allocated \$5,000 from the Animal Control Service Program Budget to hire a peafowl consultant. On October 10, 2000 the City Council entered into a contract with the University of California Davis for Dr. Francine Bradley, poultry specialist, to study the peafowl population in the City and to provide recommendations to manage the population.

Dr. Bradley began her work in October. The City held two public meetings and mailed a questionnaire to residents living in neighborhoods known for peafowl to gather public

opinion. Based upon over 100 resident responses, Dr. Bradley and/or her assistant visited several neighborhoods in the Portuguese Bend, Ridgecrest and Vista Grande communities to verify the presence of peafowl, observe peafowl flock behavior and conduct a population count.

Dr. Bradley presented her report findings and recommendations to the public at three meetings held on December 18, 2000 and January 29, 2001 at Hesse Park. (Meeting notices were disseminated via local papers, City web site, ListServ e-mail service, Cox reader board, and direct mailings to residents living in the general area of originating peafowl complaints.) The public was invited to hear Dr. Bradley's report, ask questions and offer comments. A list of some frequently asked questions and copies of written comments from the public are also attached. A copy of the report text was mailed to the Portuguese Bend and Ridgecrest HomeOwners Association Presidents and a copy of the text was placed on the City website.

DISCUSSION

Dr. Francine Bradley, poultry specialist with the Animal Science Department at the University of California, Davis, will present a brief summary of her peafowl population assessment report and recommendation. A copy of her full report text is attached for the Council's review.

Peafowl Management Plan

Given the magnitude of the peafowl population, existing conditions, and history of peafowl on the Peninsula, staff concurs with Dr. Bradley's recommendation to reduce flock size in the Ridgecrest, Portuguese Bend and Vista Grande communities starting with the four largest flocks. According to the peafowl population estimates, the four largest flocks identified by Dr. Bradley are located in the Vista Grande area at Eddinghill and Trailriders (24 birds), in the Ridgecrest community on Middlecrest (28) and in the Portuguese Bend area at Clovetree and Cinnamon Lane (34) as well as on Sweetbay (19).

Based upon written and verbal comments received from residents, the majority of residents complaining of the overabundant peafowl population live within the four largest peafowl flock territories spanning a block or more. Not all, but the majority of respondents who are ambivalent or very fond of the presence of peafowl live further away, where the impact or presence of peafowl is significantly less. These peafowl established territories share some common characteristics, such as the availability of ample food sources and thick vegetation. There was evidence observed of indirect feed sources for peafowl in the form of livestock feed spillage, open feed storage areas, bird feeders and leftover pet food. Many suspicions of other residents deliberately feeding peafowl on a regular basis have been more or less confirmed. Overtime, peafowl have been conditioned to live in close proximity to these residences that provide feed. The peafowl study highly recommends residents' cooperation by not feeding peafowl for the long-term benefit of the community. According to Dr. Bradley, if the indirect and direct food sources were minimized or eliminated, the peafowl flocks would likely scatter in

smaller numbers instead of the existing high concentration of birds limited to a particular area.

Thick vegetation along steep hillsides, ravines, water drainage areas, and open fields or backyards is another common factor. The thick vegetation provides ideal hiding, roosting and nesting areas for the birds. Some residents have already drastically trimmed tall sturdy trees or brush to deter peafowl from visiting their property.

Staff proposes to hire Dr. Bradley to conduct a one-time, City sponsored demonstration project to trap and relocate up to 50 peafowl on the same day. Dr. Bradley and her team will be responsible for constructing a customized peafowl trap on selected private properties. The traps will be large enough to hold up to 12 freestanding birds or the desired number at one time. Each resident with a trap will be required to set out food in the trap to lure peafowl. The trap will not be activated until the day of actual trapping. Dr. Bradley and her team will return to each private property and the trap will be in use for approximately 15 minutes. A veterinarian will also be on-site during the trapping process. Once the designated number of peafowl are "trapped", Dr. Bradley and her team will prepare the birds for relocation. The peafowl will be transported on the same day of trapping to their new homes in molded bird carriers or cardboard boxes (metal cages are not appropriate for transporting birds).

The demonstration project will not begin until homes for relocated peafowl (50) have been investigated and confirmed by Dr. Bradley. Dr. Bradley has already identified in her study potential homes for some peafowl, the Wildlife Way Station in the Angeles National Forest and a peafowl farm in Riverside County. Both of these facilities can accommodate at least 50 birds. In the past, Dr. Bradley has placed peafowl with 4-H poultry families in California and anticipates this will be another resource for additional homes. If Dr. Bradley is hired for the demonstration project, Dr. Bradley will investigate and confirm all homes and provide adoption papers for all peafowl to be relocated.

This project is intended to provide a unique learning opportunity for residents to observe the process in order to replicate it as needed in the future. Dr. Bradley and her team will demonstrate how to construct the customized peafowl trap and how to correctly handle peafowl. Staff envisions creating a team of volunteers to assist residents with too many peafowl on their property. City staff would assist in coordinating trapping and relocation efforts as needed. Some residents have already volunteered their yards for trapping or their assistance.

Should Council approve the demonstration project, staff anticipates the project may begin as early as April or at the end of summer. Dr. Bradley recommends trapping and relocating peafowl before or after summer to avoid the breeding season.

Some of the advantages to hiring Dr. Bradley for the demonstration project are:

- Residents can observe how to humanely trap and catch peafowl for future reference
- A veterinarian would be on-site
- Peafowl would not need housing, they would be directly transported to their destination

- Records of peafowl relocation
- Traps are customized for peafowl
- Up to 50 birds may be relocated outside the Peninsula

At least one resident in Portuguese Bend has suggested relocating some peafowl to his/her property. This suggestion is reasonable and the City would be agreeable if the resident assumed ownership of the bird(s) and therefore would be responsible for the bird(s) in accordance to animal care regulations. The bird(s) would be required to be completely confined in appropriate flight pens or within the private property boundaries by other appropriate methods.

The City Council may consider inviting the other Peninsula Cities to consider reviewing the peafowl study and adopting a similar population management plan. The City staff of Palos Verdes Estates has expressed some interest in the RPV peafowl study, but PVE staff has not confirmed anything at this time. Regardless of whether the other Peninsula Cities participate in similar trapping and relocation programs, City staff recommends that the City Council consider moving forward with the peafowl demonstration project. The peafowl population will continue to grow in numbers and expand its territory into new neighborhoods.

ALTERNATIVES

Adopt a City Ordinance prohibiting residents from deliberately feeding the peafowl or indirectly feeding peafowl by leaving food sources outside the home unattended.

No action by the City. Continue hands-off practice.

FISCAL IMPACT

Staff requests \$3,000 to be allocated from the current fiscal year's Animal Control Service Budget for the demonstration project. The professional service agreement with the University of California Davis for Dr. Bradley's services is estimated to be \$2,500. The remaining \$500 will be for miscellaneous expenses, such as trap materials and vehicle rentals, if necessary.

RESPECTFULLY SUBMITTED

Gina Park, Senior Administrative Analyst

REVIEWED

Les Evans, City Manager

Attachments:

Peafowl Population Assessment Report text
Sampling of questions and answers from the public meetings
Written comments from residents
Professional Service Agreement

Ordinance prohibiting feeding of peafowl
City map indicating peafowl flocks

**Peafowl Population Assessment
Report for the City of Rancho Palos Verdes
Francine A. Bradley, Ph.D.
Extension Poultry Specialist
University of California, Davis**

Acknowledgments

The author wishes to acknowledge the assistance of the citizens and staff of Rancho Palos Verdes, Palos Verdes Estates, and San Pedro. So many individuals generously shared information and insight.

The patient and thorough field work of Avian Sciences senior, Claire Gallagher, is gratefully acknowledged.

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Introduction

The Blue or Indian Peacock (*Pavo cristatus*) is native to India, Pakistan, Sri Lanka, and southern Nepal. None of the species and subspecies of peafowl are native to the Americas (Woodard, Vohra, and Denton, 1993). Visitors to the world's great museums, palaces, and estates will find peafowl. The birds may be depicted in tapestries, paintings, and sculptures or they may be truly life-like, wandering the grounds. Both forms of the bird, live and depicted, are found in such exclusive sites because of their historic association with mortals of prominence and with immortal deities. The peafowl's presence is no less limited in the great books, starting with the Bible (Bergmann, 1980).

While many may be familiar with the peafowl in art and legend, fewer may realize that in their native lands, peafowl have often been seen as sport animals or as a nuisance due to their overabundance (Wright, 1920). Thanks to the culinary introduction by Hortensius the orator, young peacocks became prized banquet fare in the Roman period (Goldsmith, 1866).

Historical Background

Locals have differing opinions as to the advent of peafowl on the Peninsula. It is generally agreed that the Vanderlip Family owned the first peafowl. At least two stories are told as to the source of those original birds. One version is that east coast friends of the Vanderlips sent the birds west. A second version holds that the first peninsula peafowl came from the peafowl flock that Elias "Lucky" Baldwin kept at his Rancho Santa Anita in what is now Arcadia. This opinion seems to be supported by references made to a letter written by Frank Vanderlip, Jr. in 1979 to the Las Candalistas charitable organization. In that letter he is said to have written that he recalled his father lunching with Lucky Baldwin in 1924 and his father complaining that Rancho Palos Verdes (RPV) was too quiet. Baldwin said he could fix that and the next day sent 6 peafowl from his ranch.

The definitive answer was provided by Mrs. John Vanderlip. Her father-in-law, Frank Vanderlip bought 365 acres on the peninsula around 1912. According to peninsula historian Fink (1966), Vanderlip organized a syndicate to develop the peninsula and the negotiations were finalized in the fall of 1913. He built the first house

on the peninsula (the house where Mrs. Vanderlip continues to reside) in 1916. Mr. Vanderlip made trips to Santa Catalina and the Wrigley Family. Wrigley's daughter became quite fond of Frank. On one of his birthdays, she gifted him with 16 peafowl (Vanderlip, 2000). So, the source of the birds was not from the east, neither eastern Los Angeles County (Arcadia), nor the eastern United States. Rather the peafowl came from the west, across the sea from Santa Catalina.

Historians report that Mr. Vanderlip was a passionate aviculturalist and that he maintained 500 avian varieties in runs (flight pens) that covered 4 acres of his property. It is further reported that in later years, all of Mr. Vanderlip's collection was gifted to the Wrigley family, forming the breeding stock for their bird farm on Catalina. It is noted, however, that the only birds not given to the Wrigleys, were the peafowl (Fink, 1966). This would make sense if the original peafowl came from Wrigleys and Catalina. The Wrigleys would have no need for peafowl stock and Mr. Vanderlip might have feared offending the family by returning what he had received as a gift from them in the first place.

Background from City Staff

Senior Administrative Analyst reported that in 1998 her office received just a few calls related to the peafowl. She said the calls escalated dramatically in 1999. Staff members have identified five regions within the city as peafowl population centers. These regions are:

- Portuguese Bend
- Vista Grande
- Crestridge/Ridgescrest (hereafter referred to as Crestridge)
- Grandview
- Marymount College area

Of the five regions known to have peafowl, most complaints are received from Portuguese Bend, Vista Grande and Crestridge.

Summary of Site Visits and Concerns Expressed by Residents

Site visits - Portuguese Bend, October 20, November 12 and 26, 2000

Residents of Portuguese Bend are representative of most RPV citizens in terms of their opinion of the peafowl. Of the residents interviewed, more considered the number of birds to be a negative, rather than positive, aspect of the community. Several individuals had high levels of frustration with the birds. One individual has purchased a dog for the sole purpose of chasing the peafowl. While a number of individuals said they had dogs to keep away the birds, all of those with large dogs admitted that after a week, the dogs gave up trying to chase the peafowl. The only resident whose dog remained very aggressive to the peafowl, was an individual with a

small, feisty, and “yappy” canine. Many residents were not at home during our visits, but there were indications in their yards that they were attempting to discourage the birds (tarped fountains, spikes on patio railings, etc.). A smaller number of residents favored the status quo. These individuals enjoy the birds and do not see them as a nuisance.

There is a great deal of open space in this area. Open fields, private lanes, backyards and lots not visible from the street, all provide hiding and nesting areas for the birds. The presence of other livestock, especially horses, provides for feed spillage and open feed storage areas that provide “stolen” nutrient supplies for the peafowl.

Site visits - Vista Grande, October 20 and November 25, 2000

The residents we spoke with universally agreed that the birds were too numerous and supported relocation of some, if not all of the birds. They were frustrated with the destruction caused to their roofs, plants, and walkways. Over and over we heard of the need to replace roofs and we observed ravaged yards and walkways permanently stained and/or discolored. Homeowners have utilized a variety of techniques to discourage the birds, including yard sprinklers timed to go on during birds’ peak feeding times, dogs, roof sprinklers, and shortening tree height in an attempt to reduce roosting spots. Numerous residents reported their suspicions that the birds were being fed at the corner of Eddinghill and Trailriders.

While basically a typical suburban neighborhood, the terraced nature of many of the Vista Grande properties offers a good deal of peafowl habitat. In attempts to prevent soil erosion, property owners have planted the steep hillsides with vegetation that has become quite thick. While these slopes are not easy for humans to navigate, they provide no obstacle to the peafowl in search of a nesting or hiding area.

Site visits - Crestridge, October 21, November 10 and 25, 2000

Everyone we spoke with viewed the peafowl as a problem. Methods used to discourage the birds included the aforementioned techniques, plus throwing anything and everything at the birds. We actually saw two vehicles purposefully attempt to hit peafowl crossing the road. While interviewing one citizen, we counted 28 peafowl in three pine trees in the individual’s yard (5360 Middlecrest).

Although the lots in this region are significantly smaller than in Portuguese Bend, there are numerous protected “open spaces.” That is, ravines and water drainage areas, with lush habitat.

Summary of Public Meetings

The meeting held on October 19, 2000 for the residents in the Portuguese Bend region was educational and civilized. Participants included recent (late 1990s) and long term (1950s) residents. Several of the latter group were able to recall when the peafowl were restricted to the Vanderlip Estate. Residents complained that the birds scream between April and September, destroy new plant growth and new plantings, break tile roofs, soil roofs with droppings, preclude seeding lawns (must by more expensive sod instead), make sleeping at night impossible due to birds landing on roof and screaming), prevent families from having their children play on lawn due to profuse droppings, and necessitate radical tree pruning and removal in attempts to eliminate roosting sites. Many pointed out that the City's list of suitable plants was not useful. They agreed that the peafowl might not "enjoy" certain plants, but said they would greedily "sample" most anything until they found it was not to their liking. Residents were clearly distressed by the number of birds. One individual declared she would prefer having skunks to the peafowl. She said she was forced to run her air conditioning all night, to drown out the peafowl screams. Only one couple in attendance were pro-peafowl. They said they had actually moved to RPV because of the presence of the peafowl and of wildlife such as skunks and squirrels. While these individuals said they found the birds "amusing," they admitted that the birds were a legitimate nuisance to others.

Unfortunately the meeting held on October 20, 2000 in the Silver Spur area had a very different and negative tenor. The citizens who attended this meeting were predominantly Crestridge and Vista Grande homeowners. Of the twenty plus in attendance, two individuals and one couple were very pro-peafowl. One resident said she purchased her home because of the peafowl and hates to see them thinned. Another said he likes the birds and volunteered to help with relocating some of the birds to the Wildlife Waystation. The wife in the pro-peafowl couple said she loves the birds, but thinks thinning the population is acceptable since currently people are killing them. Her husband attributed the problem to a lack of open space. The remainder of the crowd felt there were too many birds and favored thinning to complete removal. Their complaints included: noise, droppings, agitation of pets, potential for health problems, destruction of ornamentals and vegetables, birds walking into homes, people who feed the birds, and the hostility created between neighbors because of the birds (including threats of physical harm). Those disturbed by the birds have tried a variety of deterrents, including water guns with 50 feet trajectory, deer repellants, and bamboo stakes with white string around plantings. These same individuals had ideas about other solutions and wanted to know about the feasibility and efficacy of: collecting the eggs, egg auction, and caponization of peacocks.

Assessment of Peafowl Population Numbers, Territories, and Hot Spots

Portuguese Bend

The populations were surveyed on November 12 and 26, 2000. Four distinct flocks were identified and described. The potential for a fifth flock exists. The largest flock is Clovetree Place/Cinnamon Lane. The 34 birds roost in the pines at 11 Cinnamon Lane, at the juncture of Clovetree Place and Cinnamon Lane (see Figures A1,2,3, 4,5,6, and 7 in Appendix A). The resident at 11 Cinnamon stocks feeders with chicken feed for the peafowl. During the morning hours the birds feed in an open pasture and at 3 Clovetree (see Fig. A8), on their way to 6 Clovetree (Fig. A9&10). At 6 Clovetree they preen on the back patio of the residence.

The flock at Sweetbay Rd. is the second largest. At anyone time 19 fowl were observed near 30 and 31 Sweetbay Fig. A 11,12, &13). A few of these birds may be strays from Clovetree/Cinnamon, but at least 15 reside predominantly along Sweetbay. Daytime activity for the birds includes rather random dispersal along Sweetbay towards Peppertree Lane. The birds return down Sweetbay in an equally random fashion during the afternoon. The birds roost in the large pines at 32 Sweetbay (Fig. A14&15).

Approximately 10 birds make up the flock on Limetree Lane. It was difficult to survey the birds in this region due to the steep hills, thick underbrush, and limited views of residences Fig. A16&17). No preferred roosting site was observed.

The flock at Thyme Place is made up of 8 birds. Thyme Place begins at the juncture with 5 Cinnamon Lane. Birds were seen roosting in the large pines at 5 Cinnamon. They roost in the eucalyptus behind the terminus of Thyme Place (Fig. A18&19) . The residents at 8 Thyme Place (Fig. A20) do not specifically feed peafowl, but feed songbirds. They admitted that the peafowl find plenty to eat in their yard.

A total of 9 birds was observed feeding in a pasture at Vanderlip and Narcissa (Fig. A21) during the first count. The birds could not be found during the second count and it was suspected that they were up Vanderlip Rd., a private road to which we did not have access.

The Portuguese Bend flocks tended to stay in their own sections of the region. The counts made on the two dates were nearly identical, differing by one or two birds. Not including the numbers for the presumed Vanderlip Rd flock, we counted 67 birds. Given the abundant habitat present for hiding and the areas we could not enter, it is our opinion that there are 70-80 birds or more in Portuguese Bend.

Vista Grande

The populations were surveyed on November 25, 2000. Two main flocks were observed. The larger flock, estimated at 24 , centers its activity around Eddinghill and Trailriders. The birds in this flock roost in the large pines along Trailriders Drive. More precisely, they roost at the property line of 28310 and 28318 Trailriders (see pines on the right hand side of Fig. A22), near the intersection of Trailriders and Ambergate Drives. During the day they move down the hill, divide into smaller flocks, and then

reassemble at dusk. The birds frequent the residences along Ambergate, Larkvale, Hedgewood (Fig. A23), Eddinghill, Trailriders, Blythewood, and Golden Meadow Drives. The most activity centers around Eddinghill and Trailriders. The suspicion of residents that there are feeding stations at Eddinghill and Trailriders is probably accurate. The birds seem more attached to this spot, for no apparent reason, than any other part of the neighborhood.

The smaller flock of approximately 5 peafowl, roosts in the large pines on Brookford Drive (see pines at rear of Fig. A24). During the morning the birds make their way down Brookford Drive, perching on roofs and balconies (Fig. A25&26). The birds spend the rest of the day up the hill in the backyards of Braidwood Drive homes.

Crestridge

The populations were surveyed on November 10 and 25, 2000. The largest flock in this neighborhood consists of 28 birds that roost in 3 pine trees at 5360 Middlecrest (see pines at rear of Fig. A27). In the morning the birds leave the roosting area and meander down the hill. They either head directly down the road or cross the ravine and follow the crest of the hill. Most morning activity is centered around 5350 Middlecrest (Fig. A28,29, & 30) until 9:30 AM. After that the birds move (Fig. A31,32, & 33) to 5330 Middlecrest (Fig. A34). After 11 AM the number of observable peafowl decreases. They are probably preening and sleeping in area backyards. A vehicular survey revealed that this flock divides into three during the day. These smaller groupings consisted of 13 peafowl at 5350 Middlecrest (driveway, roof, and landscaping); 9 peafowl at 5417 Middlecrest (front yard); and 2 peafowl on roof admiring their reflections in the windows of 28879 Crestridge (Fig. A35 & 36). In the late afternoon (~3:35 - 4:35 PM) 18 birds can be observed in yard of 5350 Middlecrest (patio, fountain, vegetation, roof, front door). By 4:45 PM the three groups have merged back into one large, loose flock of 29 located between 5330 and 5350 Middlecrest. Several residents reported that the birds are being fed at 5330 Middlecrest. In addition, there are two peacocks in the Middlecrest area that remain separate from the large flock in the day and appear to roost at a different location.

There is a flock of 8 birds in the Scotwood Drive area. In all, 38 birds were counted in Crestridge.

Grandview

No site visits were made to the Grandview area. Only one complaint about peafowl in this area has been registered with City Staff. That one resident on Lightfoot Place reported seeing birds for a few years, but has seen more since August 2000.

Marymount College area

No site visits were made to the Marymount College area. Again, only one resident registered a complaint about peafowl. The resident is from Seaclaire Drive.

Spread of Peafowl on the Palos Verdes Peninsula

Pre-1913 there is no evidence that any peafowl were on the Palos Verdes Peninsula. Peafowl are not native to this continent, so there would have been no indigenous birds and there is no documentation of any being kept by the area's early residents. The period between 1913 and 1937 encompasses the time that Frank A. Vanderlip was involved with the Palos Verdes Peninsula. Sometime in this period, he became the owner of the area's first peafowl.

Long term residents of Portuguese Bend indicate that in 1960 the only peafowl on the Peninsula were at the Vanderlip Estate. Residents of equal tenure in the Crestridge area, report that in 1960 there were peafowl at what they refer to as the cut flower farm at the Shultz Ranch. Mr. Stephen Shultz (2000) has indicated that the flower farm was actually operated by tenants, the first of those being the Yoshioka Family. Mr. Shultz points out that neither his family, nor the tenants, "kept peafowl," but rather that the flower farm provided a "walk through breakfast and lunch" for the birds coming down Johns Canyon Road.

One Portuguese Bend resident recalled that sometime after 1960, the Mayor of PVE, Roessler, wanted to have peafowl in his city. H.F.B. Roessler was Mayor of PVE from 1940-1965 (Heslenfeld, 2000), so it can be assumed that the peafowls' advent to PVE occurred between 1960 and 1965.

By 1976 the peafowl were in the Portuguese Bend Community. Vista Grande residents remember no peafowl in their region in the 1960s, but many remember the advent of a few peafowl by 1985-90. One resident remembers seeing the occasional bird in 1974.

In 2000 San Pedro residents, in the area northeast of Palos Verdes Shores Golf Course and southeast of San Pedro Park, report that there is a flock of 12 peafowl on Grandeur Drive. They indicate that birds are seen in the canyon above Mermaid Drive. A three year resident on Grenadier in the South Shores area of San Pedro says peafowl were present when he arrived. He feels the numbers have increased recently.

From the little written history on the topic of the peafowl, supplemented with the oral history we were able to collect, our theory as to the spread of peafowl on the Peninsula is as follows. Prior to Frank A. Vanderlip's arrival on the Peninsula in 1913, the area had no peafowl. Sometime between 1913 and 1927, Vanderlip acquired the peafowl. An accomplished aviculturist, Mr. Vanderlip managed all his birds. It is recorded that he had acres of flight pens on his property. Before his death, he sent his avian collection, all but the peafowl, to the Wrigleys on Santa Catalina. Undoubtedly his heirs had less interest in the birds than did Vanderlip. It was probably after his death, that

the birds started to roam. The birds' territory first appears to have expanded into Johns Canyon (circa. 1960). It is alleged that PVE Mayor Roessler wanted to have peafowl in his city; we guess that he had some peafowl physically moved to PVE in the 1960-65 period. From PVE the birds had an easy trip to Vista Grande, where they were first seen ~ 1974. Long term residents of Portuguese Bend, report that aside from the peafowl at the Vanderlips, they did not see any birds until 1978. Those birds most likely came directly down from the Vanderlip estate. Why did it take so long for the birds to make the short trip? Our only thought is that their leaving the estate might have coincided with a decrease in attention by the caretaker(s) at the Estate (possibly, a case of aging and decrease in activity). After 1988 the birds arrived in Crestridge; this was probably an expansion of the birds that had taken up residence in the Johns Canyon area. Peafowl are now in the South Shores region of San Pedro. It seems most likely that they spread from Portuguese Bend.

Communications with Staff at Adjacent Municipalities

In the late 1970s/early 1980s the City of Palos Verdes Estates (PVE) realized that they had a peafowl problem. The City Council held numerous meetings on the subject and decided to zone two areas for peafowl. Those two regions are Lunada Bay and Malaga Cove. The number of peafowl to reside in each area was set at 22 birds, with no minimum number specified. The specific document was drafted by former City Manager, Gordon Seaburg around 1982.

Originally PVE contracted with the Society for the Prevention of Cruelty to Animals (SPCA) to annually canvas the populations. If an area's population exceeded the maximum number, the city would trap birds on city property. They used cage traps with cat food and relocated the birds to a hill in PV.

PVE staff eventually found a couple of reputable recipients, ranchers in Hemet and Paso Robles. They can relocate somewhere under 100 birds to these locations. One current problem for PVE is that the SPCA no longer offers field services to count animals. County Animal Control has that charge, but lacks the resources to do it. PVE is considering having the Boy Scouts count the birds. No counts have been done in four years.

PVE residents estimate that there are currently 60 birds in Lunada Bay and 40 in Malaga Cove. Staff verified 30 birds in one resident's yard. PVE police officers currently do the trapping, still using wire cage traps and cat food. They report that it is slow and inefficient. They are constantly trapping and trap 2-3 birds per week.

PVE police have trouble with some residents disrupting the trapping process. They let birds out of the traps or scare birds away from the traps. City reports numerous law suits over the years that have revolved around the birds (Dreiling, 2000).

Lynn Carlin with the San Pedro District Office of the City of Los Angeles, confirms that at least one resident has called to complain about peafowl in 2000. This is the first complaint received, at least in the last three years (2000).

Peninsula residents and RPV staff believe that peafowl are protected in Rolling Hills Estates (RHE). I reviewed a document provided by their Community Services Director, Andy Clark, to RPV staff. Highlighted in the RHE Municipal Code was 9.04.060 Wild birds - Protection. I am puzzled if this is actually the basis used for the "hands off" attitude with respect to the peafowl in RHE. As repeatedly stated in this report, peafowl are NOT wild birds. In my opinion, the wording of this municipal code does not apply to peafowl. I was unable to speak with Mr. Clark, as he was on holiday.

The City of Rolling Hills (RH) does not have any ordinance protecting the peafowl. However, residents are encouraged not to interact with the birds and the

City circulates materials intended to help residents who do not like the birds, to discourage the birds from visiting their property. I was unable to discuss the matter with the RH City Manager, but he did communicate with RPV City Manager Evans and indicated that they do not think they have a peafowl problem.

Peafowl's Current Impact

Property damage attributed to the peafowl includes: roofs, vegetation, autos, and pavers/brick walkways. We observed countless yards where plantings were decimated and some where all landscaping had been killed. We also saw the permanent stains and discoloration on walkways and brick paths. Peafowl were frequently seen on roofs and we heard report after report of residents having to replace roofs. We were also told of damage to auto paint jobs. It is common knowledge that the birds can destroy roofs and their penchant for gazing at their reflection in a windshield is also well known. We have no reason to doubt residents' claims of roof and auto damage.

Erosion is a well known problem along the Southern California coast. We saw significant evidence in Crestridge and Portuguese Bend of erosion caused by the birds. Erosion was common in areas that they used as "trails," or in areas where they scavenged for food.

Nuisance complaints revolved around noise, fecal material, and emotional distress. Peafowl gained popularity on estates and ranchos, not only for their plumage, but for the early warning call they gave when strangers approached. Unfortunately, their scream is made throughout the breeding season, whether or not human intruders are present. Peafowl are large birds and consequently, their droppings are large. Organic evidence of the birds was seen all over RPV - on roofs, patios, decks, lawns, and walkways. The emotional distress that the birds cause some residents is real.

Traffic disruption definitely occurs because of the birds crossing public roadways. Traffic stoppage at the Eddinghill and Trailriders intersection is not uncommon.

Several residents reported that the presence of peafowl in a neighborhood, decreases the property value in that neighborhood. We were unable to speak to any real estate agents who could confirm that for us. Certainly for a homeowner who does not like the birds, what s/he feels is the value of the property would decline if peafowl are present. We did hear of residents who sold their homes, accepting defeat in their battles with the birds. However, we also heard directly from residents who said they specifically bought in RPV because of the presence of peafowl and other animal life.

We heard numerous accounts of renters leaving RPV because they could not cope with the peafowl. We have no reason to doubt these accounts. If actual property owners sell and move because of the birds, there would be even more reason for someone without equity in the property to relocate.

The presence of the birds definitely contributes to neighborhood discord. Unfortunately, we were first hand witnesses to most acrimonious behavior when neighbors on opposite sides of the issue were in the same area. Homeowners frequently were reluctant to express their opinions, for fear of retribution from neighbors with opposing views.

Availability of Adoptive Homes

At one of the community meetings, several residents showed support for relocating trapped peafowl to the Wildlife Waystation. Located at 14831 Little Tujunga Canyon Rd. in the Angeles National Forest, Wildlife Waystation has provided homes for lions, tigers, primates, bears, foxes, exotic birds, raptors, wolves, llamas, coyotes, native wildlife, and other animals.

In researching the facility, I found out that the California Department of Fish and Game (CDF&G) temporarily closed Wildlife Waystation on April 8, 2000. Several violations were alleged and the facility was prohibited from taking in any new animals. On December 7, 2000 I visited with Lt. Marvin Ehee of CDF&G. He told me that the Waystation had numerous problems, but that the more serious problems have been corrected. Evidently, the main violation was discharging animal waste into a canyon and stream. Lt. Ehee felt that within the next 2 weeks, that would no longer be a problem. He anticipated that the Waystation would get their Conditional Rehabilitation Permit back on January 1, 2001. When I questioned him about the Waystation's ability to provide homes for the peafowl, he replied that the Waystation did not need any special permits for the peafowl since they are domestic animals. He said the only concern would be the contribution to overall numbers and the accompanying waste production.

On December 13, 2000 I spoke with Martine Collette, the founder of Wildlife Waystation. She said they had taken birds from the Peninsula before when Los Angeles County SPCA did the trapping. She reported that the Waystation is still under a cease and desist order. When that is lifted, they would have no problem taking the birds.

In addition, we located a poultry fancier in Riverside County who currently breeds peafowl. She has empty flight pens and would be willing to provide homes for more birds. We also have entree to 4-H poultry families in Southern California who are able to provide homes for additional birds.

When working with other municipalities, we have experienced success in locating suitable adoptive homes, by running advertisements in certain publications. Those responding are interviewed to ascertain their bird experience and ability to adopt the fowl we are relocating.

Management Plan

Our actual bird counts were 67 (Portuguese Bend), plus 29 (Vista Grande), plus 38 (Crestridge), for a total of 134 peafowl. We estimate that there are probably 70-80 in Portuguese Bend. Although we did not count in Grandview or Marymount College area, to have complaints, we would estimate that there are a minimum of 5 birds in each area. Including those birds likely to exist, but not actually counted, the total increases to 157. This should still be seen as a conservative estimate. As mentioned before, the Peninsula is rich in habitat that provides excellent hiding spaces. In addition, some birds may never have emerged from private backyards during the periods of our visits and therefore, were never counted.

Usually a much stronger term than “nuisance” is used to describe the peafowl. However, the legal definition of nuisance, an activity causing unreasonable and substantial interference with another’s quiet use and enjoyment of property (Hamilton, 1992), seems to describe the birds’ relationship with many residents of RPV. It should be noted that according to the Los Angeles County Code - Animals, it is a misdemeanor for the owner of an animal to fail to control his/her animal. That includes allowing the animal to run at large on any street, public place, etc. and allowing the animal to enter in and remain on the private property of another (see Title 10.32.040). Therefore, if anyone claimed ownership of the peafowl on the Peninsula, that individual would be in violation of the County Code and would be required to properly control the birds on his/her property. It is peculiar, that just because no one claims ownership of the birds, RPV property owners have inflicted upon their property damages that they would normally be protected against.

Why is there a problem? There are several answers. The first is that no one is responsible for the birds and no one can nor attempts to control their movements. In addition, most of the areas where complaints are common, are neighborhoods where all property is either private homes or public thoroughfares. Therefore, since the birds belong to no one, they are constantly trespassing. As mentioned in the Historical Background section of this report, peafowl have traditionally been maintained by the wealthy with large estates upon which the birds can wander. In their native lands, overpopulation of the birds has been addressed by hunting.

Residents’ suggestions to control the population by use of the following methods would be ill advised and/or illegal. Caponization of the peacocks would involve a surgical procedure to remove the testes of each male. In addition to being labor intensive, this would result in males that no longer have male plumage. Addition of a male sterilant to feed should not be considered. It would be impossible to control what creatures consumed the feed and what predators consumed the subsequently feminized peacocks. This tactic could have disastrous consequences relative to other animals in the food chain. At least one resident has offered to have the peafowl relocated to her/his property.

Due to the birds' penchant for wandering, this would not be an appropriate plan, unless that individual has vast, completely confined flight pens.

What is an appropriate number of birds for RPV? In terms of bird welfare and private property rights, the peafowl should not be wandering at will. It is recognized that a good number of RPV residents view the birds as a community attribute and would be adamantly opposed to their removal. If complete removal were approved, could it be achieved? It would take a tremendous outlay of funds and people power to attempt complete removal of the birds. Given that most complaints come from Portuguese Bend, Vista Grande, and Crestridge, reduction in flock size in all three areas should be pursued. Specifically the largest flocks at Clovete Place/Cinnamon Lane (34 birds) and Sweetbay (19) in Portuguese Bend, the flock at Eddinghill and Trailriders (24 birds) in Vista Grande, and the Middlecrest flock (28 birds) in Crestridge should be targeted (Appendix B). Recognizing that 1 unwanted peafowl in a private yard is a legitimate nuisance, removal of as many birds as can be trapped and relocated is advised. Preference should be given to removal of the peahens. Since one peahen can lay 30 eggs per season, the potential for one pair of peafowl to quickly repopulate an area is great.

Some residents expressed concerns about the legality of trapping the birds. Again, these are not native birds. They are domestic fowl. The appropriate authorities have been contacted and there are no statutes that would apply. We have successfully trapped and relocated numerous peafowl in the past, with no harm to the birds. Any having concerns relative to this issue should be referred to California Penal Code, Sec. 597b - General Animal Cruelty.

Excellent trapping sites have been located in all three areas with large peafowl populations. Residents have volunteered their yards as trapping sites. Trapping should begin as soon as possible, preferably before the spring breeding season.

Prior to trapping any birds, adoptive homes would need to be confirmed. Any new adoptive homes would need to be investigated. It is suggested that all those accepting birds, fill out an "adoption form" that the City can keep on file. This will help address the concerns of residents who feel the birds will be trapped and killed.

A long term management plan for the Palos Verdes Peninsula peafowl must include several components. All residents need to cooperate in terms of removing items that will attract the birds. These include, but are not limited to, pet food left outside, bird feeders, and exposed livestock feed. Any efforts to locate nests and render eggs unhatchable would have positive population control results. Eggs should not merely be removed from the nests, as this will only encourage the peahen to lay additional eggs. Rather, the hatchability of the eggs should be reduced to zero. This can be achieved by inserting a long nail into the egg, adding contents, removing nail and returning egg to the nest.

There is no question that routine trapping will be required. We suggest that the city sponsor the construction of the first traps and trapping. Neighbors can observe the proper way to humanely trap and catch birds. Birds should be relocated

to approved adoptive homes. Residents whose neighborhoods are not selected for initial trapping, may construct their own traps. This demonstration model technique is the typical training method used by University of California Cooperative Extension to introduce new practices.

Finally, all municipalities on the Peninsula must work together. It is futile for one city to attempt to reduce bird numbers, if an adjacent municipality does not also have a complementary plan.

References

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Hamilton, Neil D., 1992. *A Livestock Producer's Legal Guide to: Nuisance, Land Use Control, and Environmental Law*. Des Moines, Iowa: Drake University Law School.

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Typical Questions Asked of Dr. Bradley at Public Meetings

Q: How will the birds be housed during the trapping and relocating process?

A: No housing for the birds will be necessary. All birds trapped will be relocated on the same day. The traps will be “in effect” for approximately 15 minutes; birds be placed into carriers and loaded into vehicles ready to be driven to adoptive homes.

Q: Are there any interim solutions to keep peafowl off rooftops in a humane manner?

A: None known. Dr. Bradley is investigating some experimental methods.

Q: What will happen to one or more birds that are regular visitors and familiar to family members?

A: If the family wishes to, they can check the peafowl traps on the day of trapping to identify the bird they wish to exclude for relocation.

Q: Would it be more effective to trap all male birds or all female birds?

A: It is not realistic to try to trap all peafowl or all one gender. Since the reproductive capability is high, all you need is one pair to begin repopulating the City. If only peacocks remained, cannibalism would result.

Q: What is the lifespan of a Peahen/cock?

A: About 20 years.

Q: If peafowl were given to Peafowl breeders or 4-H families, what do they do with them?

A: Breeders sell the birds to individuals interested in owning peafowl and 4-H families raise them for competition and possibly for breeding projects.

Q: If no action were taken, what would be the population growth rate?

A: The population growth rate is dependent upon various factors, length of breeding season, availability of food resources, presence of predators, etc. Peafowl have a high capability to reproduce given good conditions.

Q: What types of traps would be set?

A: Customized traps designed to safely enclose up to 15 birds and for a person to hand-capture the “trapped” birds. Traps will not be commercial, metal traps, commonly associated with dog or mammal traps.

Q: Do 4-H families sell what they raise for slaughter?

A: 4-H families in CA. in poultry science care/raise birds for competition and possibly for breeding projects. Currently, there is no class or market for peafowl consumption.

Q: How many chicks do Peahens raise?

A: The number depends upon several variables, nutrients, predators, season, fertility of eggs, etc.

Q: How many eggs do Peahens lay?

A: Within one year, approximately 30 eggs, not at one time. Peahens are can lay eggs multiple times sometimes up to 3 clutches in one breeding season.

Q: How long is incubation of the eggs?

A: Approximately one month.

Q: How long do chicks need to be with the mother?

A: Approximately 6 weeks.

Q: Would lights be a deterrent to the birds roosting in trees?

A: Mostly likely not.

Q: Are there any natural predators?

A: Yes, coyotes and sometimes raccoons will attack adult birds. Raccoons, snakes, foxes, hawks may prey on the eggs and baby chicks.

Q: If residents were not permitted to feed the birds, would that help disperse the flocks?

A: Yes

Q: If peafowl are non-native animals, would the Department of Fish and Game be interested in removing them as a threat to native species?

A: If Fish and Game determined the animals are a threat to native habitat and native species, they would kill peafowl. This has been done in Northern California, where the peafowl were immediately shot because they were competing with native quail.

Q: If peafowl had access to food in one location all the time, would the peafowl stay put?

A: No, peafowl are wandering creatures.

Q: Any health concerns or diseases due to overabundant presence of peafowl or animal waste?

A: Very few diseases can be linked between birds and humans. The level of health risk from peafowl is minimal.

Q: Can you inhibit peafowl from flying?

A: Yes, by surgically removing a particular tendon in the wing, partially clipping one wing or physically dressing the bird to band the wings.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of February 2001, by and between CITY OF RANCHO PALOS VERDES hereinafter referred to as "CITY", and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS, A CALIFORNIA CORPORATION hereafter referred to as "CONSULTANT".

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 Project Description

DEMONSTRATION PROJECT FOR PEAFOWL TRAPPING AND RELOCATION

1.2 Description of Services

CONSULTANT shall perform the following services:

- a. Identify and confirm suitable adoptive homes for peafowl to be relocated;
- b. Construct customized peafowl traps on private property;
- c. Trap up to 50 peafowl for relocation;
- d. Provide opportunity for interested residents to observe construction of peafowl traps and trapping of peafowl;
- e. Demonstrate proper method to catch and handle peafowl;
- f. Assist with coordinating transportation for peafowl; and
- g. Provide adoption records of all peafowl relocated;

1.3 Schedule of Work

Upon receipt of written Notice to Proceed from the CITY, CONSULTANT shall perform with due diligence the services requested by the CITY, as set forth above. CONSULTANT shall not be responsible for delay, nor shall CONSULTANT 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 CONSULTANT'S work promptly, or delay or faulty performance by CITY, other contractors, or governmental agencies, or any other delays beyond CONSULTANT'S control or without CONSULTANT'S fault.

ARTICLE 2 COMPENSATION

2.1 Fee

(a) CITY agrees to compensate CONSULTANT for the peafowl demonstration project as indicated. The total fee amount including expenses associated with travel, lodging and meals, is not to exceed the amount of \$2,500 unless approved in advance, in writing, by the City Manager.

(b) CITY may request additional specified work for additional cost under this agreement. All such work must be authorized in writing by the City Manager prior to commencement.

2.2 Payment Address

All payments due CONSULTANT shall be paid to:
University of California, Davis
Department of Animal Science
One Shields Avenue
Davis, CA., 95616

2.3 Terms of Compensation

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

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

ARTICLE 3 INDEMNIFICATION AND INSURANCE

3.1 Indemnification

See Attachment A.

3.2 General Liability

CONSULTANT 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 (\$1,000,000.00) Dollars for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts of CONSULTANT. CONSULTANT is self-insured under State law.

3.3 Worker's Compensation

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

3.4 Notice of Cancellation

A. All insurance policies shall provide that the insurance coverage shall not be canceled by the insurance carrier without thirty (30) days prior written notice to CITY. CONSULTANT agrees that it will not cancel or reduce said insurance coverage.

B. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement.

3.5 Certificate of Insurance

At all times during the term of this Agreement, CONSULTANT shall maintain on file with the CITY Clerk a certificate 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 insured.

3.6 Primary Coverage

The insurance provided by CONSULTANT 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 either party upon sixty (60) days prior written notice. Notice shall be deemed served upon deposit in the United States Mail of a certified or registered letter, postage prepaid, return receipt requested, addressed to the other party, or upon personal service of such notice to the other party, at the address set forth in Article 6.10.

(b) In the event of termination or cancellation of this Agreement by CONSULTANT or CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT, in an amount to be determined as follows: for work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the percentage of 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 CONSULTANT for the full performance of the services described in Article 2.1.

ARTICLE 5 OWNERSHIP OF DOCUMENTS

5.1 Ownership of Documents and Work Product

All plans, specifications, reports and other design documents prepared by CONSULTANT pursuant to this Agreement are instruments of service which shall be deemed the property of the CITY. CITY acknowledges and agrees that all plans, specifications, reports and other design documents prepared by CONSULTANT pursuant to this Agreement shall be used exclusively on this Project and shall not be used for any other work without the written consent of CONSULTANT. In the event CITY and CONSULTANT permit the reuse or other use of the plans, specifications, reports or other design documents, CITY shall require the party using them to indemnify and hold harmless CITY and CONSULTANT regarding such reuse or other use, and upon request CITY shall require the party using them to eliminate any and all references to CONSULTANT from the plans, specifications, reports and other design documents. If a document is prepared by CONSULTANT on a computer, CONSULTANT shall prepare such document in a Microsoft® Word 97 SR-2 or lower format; in addition, CONSULTANT shall provide CITY with said document both in a printed format and on a three and one-half inch (3 1/2") floppy diskette. See Attachment A.

ARTICLE 6 GENERAL PROVISIONS

6.1 Representation

A CITY representative shall be designated by the City Manager and a CONSULTANT representative shall be designated by CONSULTANT as the primary contact person for each party regarding performance of this Agreement.

6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and 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 1992 (42 U.S.C. § 11200, et seq.).

6.3 Personnel

CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. Dr. Francine Bradley is the individual who is designated by CONSULTANT to perform its duties under this agreement. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall be responsible for their services.

6.4 Conflicts of Interest

CONSULTANT 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 CONSULTANT "financially interested" (as provided in California Government Code Section 1090 and 87100) in any decisions made by CITY on any matter in connection with which CONSULTANT has been retained pursuant to this Agreement.

6.5 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the case shall be brought in a court of competent jurisdiction in California, and the party prevailing in such action shall be entitled to recover its costs of litigation, including reasonable attorneys' fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

(b) Should any legal action about the Project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

6.6 Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party.

CONSULTANT'S use of subcontractors for additional services shall not be unreasonably restricted by the CITY provided CONSULTANT notifies the CITY in advance.

6.7 Independent Contractor

CONSULTANT 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 CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. CONSULTANT expressly warrants not to, 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, it being distinctly understood that CONSULTANT is, and shall at all times remain to CITY, a wholly independent contractor and CONSULTANT's obligations to CITY are solely such as are prescribed by this Agreement.

6.8 Titles

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

6.9 Extent of Agreement

This Agreement represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

6.10 Notices

All notices pertaining to this Agreement shall be in writing and addressed as follows:

If to CONSULTANT:

Business Contracts
University of California, Davis
One Shields Avenue
Davis, CA., 95616-8800

If to CITY:

City of Rancho Palos Verdes
Attn: Gina Park
30940 Hawthorne Boulevard
Rancho Palos Verdes, CA., 90275

Attachment A is incorporated by reference.

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

Dated: _____

BY:

Title

Dated: _____
VERDES

CITY OF RANCHO PALOS
A Municipal Corporation

BY:
MAYOR
City of Rancho Palos Verdes

ATTEST:

CITY CLERK

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF RANCHO PALOS VERDES
PROHIBITING THE FEEDING OF PEAFOWL
AND AMENDING THE RANCHO PALOS VERDES MUNICIPAL CODE**

THE CITY COUNCIL OF THE CITY OF RANCHO PALOS VERDES
ORDAINS AS FOLLOWS:

Section 1: Section 8.24.060 A of Chapter 8.24 of Title 8 of the Rancho Palos Verdes Municipal Code is hereby amended by adding new subparagraph 13 thereto to read as follows:

“13. To leave or deposit food for peafowl.”

Section 2: Title 8 of the Rancho Palos Verdes Municipal Code is hereby amended by adding new Chapter 8.32 thereto to read as follows:

**“Chapter 8.32
Peafowl**

Sections:

8.32.010 Feeding of peafowl – Prohibited.

8.32.020 Violation –Penalty.

8.32.010 Feeding of peafowl- Prohibited.

It is unlawful for any person to feed peafowl or to leave or deposit food for peafowl on any public or private property.

8.32.020 Violation – Penalty.

A violation of this chapter shall be an infraction and punishable as provided in subsection B of Section 1.08.010 of this Code.”