

February 14, 2024

Via email

George Struble, Assistant Chief
California Dept. of Fish and Wildlife
Southern District
george.struble@wildlife.ca.gov

Patrick Sullivan
City Attorney
Torrance, California
psullivan@torranceca.gov

Re: Request for Investigation of Possible Violations of 14 C.C.R. § 465.5(g)(3) by Jimmie Rizzo in His Capacity as a Contracted Trapper for the City of Torrance

Dear Assistant Chief Struble and Mr. Sullivan,

I am writing on behalf of People for the Ethical Treatment of Animals, Inc. (PETA) to request that the California Department of Fish and Wildlife (CDFW) investigate possible violations of 14 C.C.R. § 465.5(g)(3) by the City of Torrance’s contracted coyote trapper, Jimmie Rizzo. On multiple occasions, Rizzo reported placing snare traps in areas in which any possible trap placement would have been within 150 yards of dozens of residences. Upon a finding of a violation and a referral to the Torrance City Attorney’s Office, we request that Mr. Sullivan transfer the case to the Los Angeles District Attorney’s Office due to a clear conflict of interest.

Under California law, “Traps may not be set within 150 yards of any structure used as a permanent or temporary residence, unless such traps are set by a person controlling such property or by a person who has and is carrying with him written consent of the landowner to so place the trap or traps.” 14 C.C.R. § 465.5(g)(3). A violation of this provision is a misdemeanor. *Id.* § T. 14, D.1.

The City of Torrance contracts for coyote trapping services with Coyote, Wildlife and Pest Solutions, Inc., which utilizes Jimmie Rizzo as the sole trapper for the City.¹ Rizzo places snare traps on public land in Torrance, and reports created by Rizzo for the City document the locations where he places the traps. Since at least 2022, several of these reported locations demonstrate that Rizzo has continuously placed snare traps within 150 yards of residences, and there is no indication that he or anyone else received the written consent of the landowners,² as prohibited by § 465.5(g)(3).

On October 5, 2023, Rizzo reported that one coyote was trapped in a snare placed in the “[s]ump in vicinity of Vine Avenue.”³ Measurements of the area indicate that, even if the snare was placed in the middle of the area, as far away from homes

¹ Ex. 1, Contract between the City of Torrance and Coyote, Wildlife and Pest Solutions, Inc. (Sept. 26, 2023).

² In response to a public records request, the City of Torrance stated that there were no records of receiving any written consent from landowners.

³ Ex. 2, Rizzo’s October 5, 2023, daily trapping report. Rizzo’s report is referring to the Vine Avenue Bason.

PEOPLE FOR
THE ETHICAL
TREATMENT
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FOUNDATION

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323-644-PETA

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

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

ENTITIES:

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

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

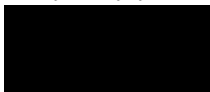
These possible violations of § 465.5(g)(3) are not new occurrences. On multiple occasions in 2022, Rizzo reported trapping coyotes in snares in the Vine Avenue Basin location.⁷ As noted above, any placement in this area would have required the written consent of dozens of landowners, which neither Rizzo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

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

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

Thank you for your attention to this matter.

Very truly yours,



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

⁴ The Vine Avenue Sump is located at the coordinates 33.828506, -118.356137. Ex. 3, Map of Vine Avenue Basin with 150-yard (450-foot) radius indicated.

⁵ Ex. 4, Rizzo’s July 20, 2023, daily trapping report.

⁶ The Merrill Street Basin is located at the coordinates 33.828536, -118.356219. Ex. 5, Map of Merrill Street Basin with 150-yard (450-foot) radius indicated.

⁷ Ex. 6, Rizzo’s October 12, 2022, and November 30, 2022, daily trapping reports.

⁸ The City Attorney has primary authority over state law misdemeanors that occur within the city.

Exhibit 1

SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT (C2022-069)

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

RECITALS:

- A. CITY previously circulated a Request for Proposal for City-wide Coyote Trapping Services, RFP No. B2021-45 (the "RFP").
- B. CONTRACTOR submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal, CONTRACTOR represented that it was qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY decided to award the Agreement to CONTRACTOR.
- C. On November 22, 2021, CITY and CONTRACTOR entered into Contract Services Agreement C2022-069 (the "Agreement"), whereby CONTRACTOR agreed to provide coyote trapping services Monday through Friday, through October 7, 2022, for an amount not to exceed \$55,200.
- D. On September 27, 2022, CITY and CONTRACTOR entered into a First Amendment to Contract Services Agreement C2022-069 (the "First Amendment") to: extend the term of the Agreement through October 7, 2023; add two (2) separate options to extend the term of the Agreement for one (1) additional year each; increase service to Monday through Sunday; and, add \$79,200 to CONTRACTOR's compensation under the Agreement.
- E. CITY is satisfied with the level of service provided by CONTRACTOR.
- F. CITY now wishes to exercise the first option to extend the term of the agreement for one (1) year, and add \$79,200 to CONTRACTOR's compensation under the Agreement.
- G. Additionally, CITY wishes to further amend the Agreement and update the Public Records Act language to comport with recent changes to the California Government Code Sections that govern public records and public records requests.

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NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT:

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

"2. TERM

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

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

"3. COMPENSATION

A. CONTRACTOR's Fee.

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

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

"33. PUBLIC RECORDS ACT

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

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

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

CITY OF TORRANCE,
a municipal corporation

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

By: _____
Aram Chaparyan, City Manager

By: _____
Pamela Parker, CEO

APPROVED AS TO FORM
PATRICK Q. SULLIVAN
City Attorney

By: _____
Galen W. Bean
Legal Counselor

Exhibit 2

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [REDACTED] P: 714.943.4121

DAILY REPORT

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

JOB NAME: City of Torrance

LOCATION: Sump in vicinity of Vine Avenue

NO. COYOTES CAPTURED: (1)

WEIGHT: 28 lbs 2 oz.

AGE:

- PUP
- ADOLESCENT
- ADULT
- N/A

SEX:

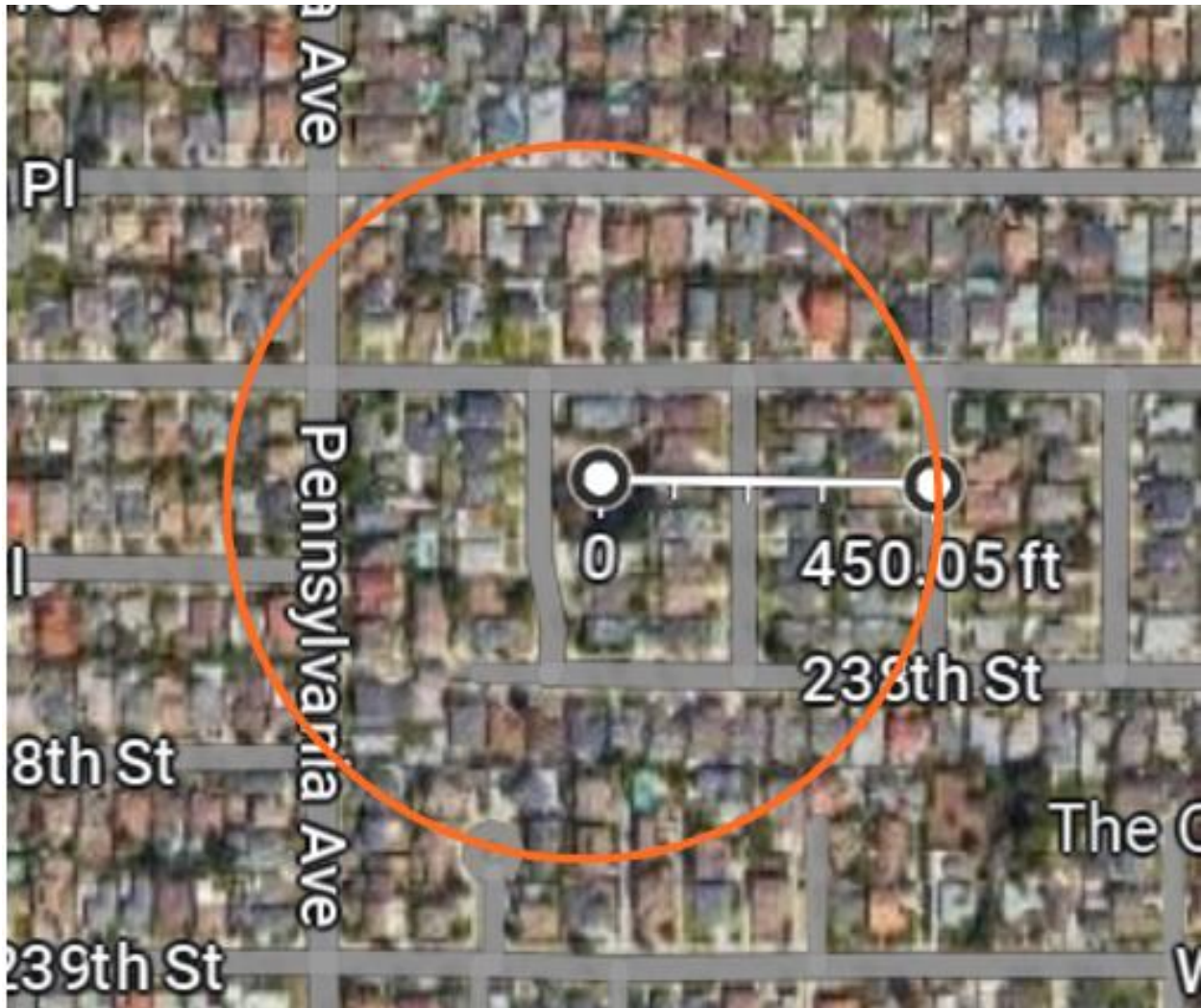
- FEMALE
- MALE
- UNKNOWN

PHYSICAL CONDITION:

- HEALTHY
- UNHEALTHY
- UNKNOWN

GENERAL COMMENTS: _____

Exhibit 3



Map of Vine Avenue Basin

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

Exhibit 4

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [REDACTED] P: 714.943.4121

DAILY REPORT

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

JOB NAME: City of Torrance

LOCATION: Vicinity of Merrill Street Basin

NO. COYOTES CAPTURED: (1)

WEIGHT: 28lbs 3 oz

AGE:

- PUP
- ADOLESCENT
- ADULT
- N/A

SEX:

- FEMALE
- MALE
- UNKNOWN

PHYSICAL CONDITION:

- HEALTHY
- UNHEALTHY
- UNKNOWN

GENERAL COMMENTS: _____

Exhibit 5



Map of Merrill Street Basin

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

Exhibit 6

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [REDACTED] P: 714.943.4121

DAILY REPORT

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

JOB NAME: City of Torrance

LOCATION: Vicinity of Vine

NO. COYOTES CAPTURED: 29 lbs

WEIGHT: 3 oz

AGE:

- PUP
- ADOLESCENT
- ADULT
- N/A

SEX:

- FEMALE
- MALE
- UNKNOWN

PHYSICAL CONDITION:

- HEALTHY
- UNHEALTHY
- UNKNOWN

GENERAL COMMENTS: One Adult Female, Healthy

COYOTE, WILDLIFE, AND PEST SOLUTIONS

TRAPPER NO. 7868

E: [REDACTED] P: 714.943.4121

DAILY REPORT

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

JOB NAME: City of Torrance

LOCATION: Vicinity of Vine Street Sump

NO. COYOTES CAPTURED: (1)

WEIGHT: 23 lbs

AGE:

- PUP
- ADOLESCENT
- ADULT
- N/A

SEX:

- FEMALE
- MALE
- UNKNOWN

PHYSICAL CONDITION:

- HEALTHY
- UNHEALTHY
- UNKNOWN

GENERAL COMMENTS: (1) Adult Male, Healthy
