

APPROVED

Oct 02 2025

BOARD OF RECREATION  
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-171

DATE October 02, 2025

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: INTEGRATED PEST MANAGEMENT PROGRAM UPDATE – AWARD OF CONTRACT – REALLOCATION OF RAP SPECIAL FUNDS – STATUTORY EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 18, SECTION 15262 [A PROJECT INVOLVING ONLY FEASIBILITY OR PLANNING STUDIES FOR POSSIBLE FUTURE ACTIONS WHICH THE AGENCY, BOARD, OR COMMISSION HAS NOT APPROVED, ADOPTED, OR FUNDED DOES NOT REQUIRE THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT OR NEGATIVE DECLARATION BUT DOES REQUIRE CONSIDERATION OF ENVIRONMENTAL FACTORS] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE II, SECTION 2(d), OF CITY CEQA GUIDELINES

B. Aguirre \_\_\_\_\_

C. Santo Domingo \_\_\_\_\_

B. Jones \_\_\_\_\_

C. Stoneham \_\_\_\_\_

M. Rudnick \_\_\_\_\_

\*N. Williams

*NDW*

*9/16*

General Manager

Approved X

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1) Award and approve the contract for an Integrated Pest Management Program Update (Contract), in the form attached hereto as Attachment 1, to CDS Services Inc., for a total award amount of \$360,000 and a term of 15 months, subject to the approval of the City Attorney as to form;
- 2) Find, in accordance with Charter Section 1022 and the Personnel Department's Contract Review Protocol, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;
- 3) Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to prepare an Integrated Pest Management Program Update;

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- 4) Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contract to the City Attorney for review and approval as to form;
- 5) Authorize the Board President and Secretary to execute the Contract upon receipt of the necessary approvals;
- 6) Determine that approving the Contract and related actions are statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 18, Section 15262 [A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an Environmental Impact Report or Negative Declaration but does require consideration of environmental factors] of California CEQA Guidelines and Article II, Section 2(d) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Governor's Office of Land Use and Climate Innovation;
- 7) Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE;
- 8) Approve the reallocation of \$360,000 in RAP Special Funds (Fund No. 302, Dept. No. 89 and Account No. 270K General Capital unallocated) to Fund No. 302, Dept. No. 89 and Account No. 270K sub account Integrated Pest Management (IPM);
- 9) Authorize RAP's Chief Accounting Employee to pay for the approved service provided by CDS Services Inc. up to \$360,000 from Fund No. 302, Dept. No. 89 and Account No. 270K sub account Integrated Pest Management (IPM); and
- 10) Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

RAP originally approved an Integrated Pest Management Program (IPM) in 2006. In 2020, RAP drafted an update of the IPM to include the result of the experience of RAP's forestry division. The draft update includes measures to identify pests and weeds, as well as control measures to balance the benefits of pest and weed control with costs, public health and environmental safety.

The program focuses on long term prevention and suppression of pest and weed problems with minimum impact on human health, the environment and non-target organisms. The program prioritizes non-chemical pest control methods and is committed to manage municipal landscapes and parks in the most responsible way.

Current objectives of the 2020 draft plan are:

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- Minimize potential hazards to human health and the environment;
- Maintain health of landscape elements, such as trees, shrubs, flowerbeds, and natural areas;
- Utilize effective monitoring to ensure selective control of pest and weed populations;
- Minimize chemical controls use through targeted application while optimizing chemical efficiency;
- Control operating costs; and
- Remain in compliance with Los Angeles County Agriculture Commission/Weights and Measures and Los Angeles County Vector Control for target pests such as ground squirrels and mosquitos.

Since enhancing biodiversity, protection of native wildlife and prioritization of native or climate friendly species have become priority objectives of the City, RAP requires an update of the current IPM that addresses these goals and includes the following objectives:

- **Enhance Environmental Sustainability:** Reduce chemical pesticide use, prioritize biological and mechanical pest control methods, and promote ecosystem-based solutions.
- **Increase Public and Worker Safety:** Ensure park visitors, staff, and wildlife are protected from health risks associated with pesticides, and use safer alternatives.
- **Promote Biodiversity and Ecosystem Health:** Support ecosystem health by encouraging biodiversity, enhancing habitats, and fostering natural pest predators.
- **Optimize Pest Monitoring and Early Detection:** Strengthen pest detection systems, with staff training and community reporting mechanisms for rapid response.
- **Community Engagement:** Raise awareness about IPM practices and encourage public participation in pest management.
- **Comply with Updated Regulations:** Ensure adherence to federal, state, and local environmental regulations related to pesticide use.
- **Strengthen Collaboration with Experts:** Engage environmental experts and pest management professionals to improve the program.
- **Improve Cost Efficiency:** Optimize pest control methods to balance effectiveness with cost savings.
- **Support Long-Term Sustainability Goals:** Align the IPM program with broader City sustainability and biodiversity objectives.

The selected contractor will author a new program that includes the following **Key Program Components:**

- **Treatment Method Updates:** Revise current pest control strategies to emphasize non-chemical methods.
- **Prioritization Process:** Introduce a system that considers park use (developed or undeveloped) in selecting pest management approaches.

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- **Training:** Implement training programs for staff and stakeholders.
- **Reporting:** Establish clear reporting requirements for pest occurrences and actions taken.
- **Public Communication:** Develop communication strategies to keep the public informed and involved.
- **Evaluation Criteria:** Set up criteria to annually evaluate the program's effectiveness.
- **Monitoring & Preventative Measures:** Emphasize early detection, monitoring, and preventative actions to minimize pest outbreaks.

This comprehensive update to the IPM Program will help the City move closer to achieving its sustainability and biodiversity goals while managing pests in a safe, effective, and environmentally responsible manner.

An Integrated Pest Management Program Update Request for Proposals (RFP) was released on February 20, 2025 and posted on the City's Regional Alliance Marketplace for Procurement (RAMPLA). A Mandatory Pre-Submission Meeting was conducted on March 18, 2025 and a Non-Mandatory Technical Review Meeting was conducted on April 1, 2025.

The scope of requested services that comprise the IPM Program Update includes, but is not be limited to:

### **Step 1: Establish a Technical Advisory Committee (TAC)**

- Create a committee of stakeholders and scientific experts, including specialists in golf course pest management.
- **Deliverable:** One kick-off meeting.

### **Step 2: Review Existing Practices & Best Management Practices (BMPs)**

- Review RAP's current pest management strategies both for regular park maintenance and for golf courses maintenance, and those of similar government entities. Provide recommendations on how RAP's IPM should be updated.
- **Deliverable:** Summary of BMPs and recommendations for IPM updates. The summary will be submitted to RAP's staff, which will discuss the recommendations and provide directions for the IPM's update. Includes one kick-off and one end-of-step meeting.

### **Step 3: Provide Administrative Draft IPM Program**

- Prepare a draft IPM Program incorporating the objectives, current practices, and BMPs.
- **Deliverable:** Administrative Draft IPM Program for RAP's review.

### **Step 4: Present Draft to TAC**

- Share the draft with the TAC, presenting its contents and soliciting feedback.
- **Deliverable:** Draft IPM Program presentation and TAC meeting.

### **Step 5: Finalize Draft IPM Program**

- Incorporate TAC's feedback and submit the final Draft IPM Program for RAP's review.
- **Deliverable:** Final Draft IPM Program with TAC and RAP staff inputs.

### **Step 6: Presentation to Task Force**

- Present the finalized draft to the Facilities Repair and Maintenance Task Force of RAP Commissioners.



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- **Deliverable:** Presentation to Task Force meeting.

### **Step 7: Public Comment Collection**

- Solicit public feedback on the Draft IPM Program through an outreach campaign and a 30-day public comment period.
- **Deliverable:** Summary of public comments and responses for RAP and TAC review.

### **Step 8: Final IPM Program Report**

- RAP staff will provide feed-back on how to integrate public comments in the Draft IPM Program and the selected consultant will provide a draft of the Final IPM Program, which will be reviewed by RAP Staff and finalized by the selected contractor.
- **Deliverable:** Final IPM Program

### **Step 9: Present the Final IPM**

- **Deliverable:** Presentation of the Final IPM to the Board of Recreation and Park Commissioners for consideration.

### **Additional Considerations:**

- The update should aim to reduce reliance on chemical pesticides while promoting integrated, ecosystem-based approaches to pest control.
- Community engagement and transparent communication are critical in building public support and ensuring the program's success.
- Regular reviews and adaptability are key to keeping the IPM program in line with evolving environmental regulations and scientific advancements.

Contractor shall perform services and deliverables for the delivery of the IPM, as listed below:

<b><u>Task</u></b>	<b><u>Approximate Dates (after Kickoff Meeting)</u></b>
<b>Establish a Technical Advisory Committee (TAC)</b>	3 weeks
<b>Review Existing Practices &amp; Best Management Practices (BMPs)</b>	1 month
<b>Provide Administrative Draft IPM Program to RAP Staff</b>	3 months
<b>Present Draft to TAC</b>	4 months
<b>Finalize Draft IPM Program and Submit to RAP Staff</b>	6 months
<b>Presentation to RAP's FRM Task Force</b>	7 months
<b>Public Comment Collection</b>	8 months
<b>Final IPM Program Report Submission to RAP Staff</b>	10 months
<b>Present the Final IPM to RAP's Board</b>	12 months

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**RFP:** On May 6, 2025 RAP received one proposal in response to this RFP, which was submitted by CDS Services Inc.

RAP staff evaluated the bid response received for responsiveness, completeness, and thoroughness, per its routine process. The response was evaluated with a two-level review to determine if the respondent met the minimum qualifications as stated in the RFP document. The first level determined whether the respondent submitted a complete package and all required forms. The second level focused on the qualifications and quality of the information provided and whether the experience submitted met the minimum qualifications as stated in the RFB.

Responders were required to provide evidence of their qualifications and meet all of the minimum requirements related to work experience, professional licenses, a representative projects list and required project documentation.

### MINIMUM QUALIFICATIONS

Years in Business: Proposer must be a registered business on the California Secretary of State registry, as appropriate, and demonstrated experience providing the aforementioned Scope of Services, or similar, for either a Governmental or Commercial entity for a minimum of five years.

Licenses: The IPM Program update will be authored by a certified California Structural Pest Control Board (SPCB) Field Representative or Operator.

All references provided were reviewed and verified by RAP staff for the accuracy, work completion, and customer satisfaction of the project(s) completed for that reference.

### ENVIRONMENTAL IMPACT

The proposed Board's action consists of awarding the preparation of the Integrated Pest Management Program to CDS Services Inc.

The final result of this effort is a program that will optimize pest monitoring and early detection, and identify pest treatment methods, taking into account public and workers safety and environmental sustainability, while promoting biodiversity and ecosystem health. The assessment is not meant to produce a list of commitments to specific actions.

Based on this information, staff recommend that the Board determines that the proposed action is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 18, Section 15262 of California CEQA Guidelines and Article II, Section 2(d) of City CEQA Guidelines.

When the proposed Program will be approved by the Board, staff will come back with an appropriate CEQA determination.

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### FISCAL IMPACT

Approval of this Report will have no impact on RAP's General Fund.

This Report was prepared by Harold Arrivillaga, Management Analyst, Finance Division, and Elena Maggioni, Environmental Supervisor, Planning, Construction and Maintenance Branch.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Form for Proposed Contract
- 2) RFP Released on February 20, 2025

CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
**TBD**

TO PROVIDE AN INTEGRATED PEST MANAGEMENT PROGRAM UPDATE

This CONTRACT ("Contract" or "Agreement") is made and entered into this \_\_\_th day of \_\_\_\_\_ 20\_\_\_ by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "CITY") acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS (hereinafter referred to as "BOARD"), and **TBD**, hereinafter referred to as CONTRACTOR. CITY and CONTRACTOR shall be referred to individually as a "Party" and collectively as "the PARTIES".

**RECITALS**

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and,

WHEREAS, RAP originally approved an Integrated Pest Management Program (IPM) in 2006, and in 2020, drafted an update of the IPM to include the result of the experience of RAP's Forestry Division; and,

WHEREAS, RAP advertised a request for proposal for such services (RFP); and,

WHEREAS, in accordance with Charter Section 1022, the Board of Recreation and Park Commissioners finds that the CITY does not have in its employ, personnel with sufficient expertise and experience to provide the aforementioned services; and,

WHEREAS, RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for these services; and,

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP and was selected for award of this Contract to provide an IPM Update; and,

WHEREAS, in accordance with Los Angeles Administrative Code Section 10.15(a)(2), RAP finds that the services provided under this Agreement is for the performance of professional, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous.

WHEREAS, CONTRACTOR is subject to the specified Standard Provisions for CITY Contracts attached hereto and incorporated herein in by reference as Appendix A; and

WHEREAS, the PARTIES expressly acknowledge and agree that the DEPARTMENT will exercise its independent discretion in review of all documents related to the IPM Update whether produced by CONTRACTOR pursuant to this Contract or by any other agency or entity involved in review of the IPM Update; and

NOW, THEREFORE, CITY AND CONTRACTOR in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

## ARTICLE 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

### 1.1 Parties

The parties to this Contract are:

CITY – The CITY of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of the Department of Recreation and Parks having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTOR – **TBD**, a California corporation, having its principal office located at (CONTRACTOR OFFICE LOCATION).

### 1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

CITY's representative will be:  
Jimmy C. Kim, General Manager  
CITY of Los Angeles, Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, California 90012

With a copy to:

Elena Maggioni, Environmental Supervisor, or Designee  
Department of Recreation and Parks  
221 North Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012

Telephone Number: (213) 202-2664  
Email: [elena.maggioni@lacity.org](mailto:elena.maggioni@lacity.org)

CONTRACTOR's representative shall be:

**Representative**  
**Company Name**  
**Street**  
**City, State Zip Code**

**Telephone Number:**  
**Email:**

### 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice of such change shall be given, in accordance with this Section, within five (5) working days of the change.

## **ARTICLE 2 - TERM OF CONTRACT**

### 2.1 Term

The term of this Contract shall be fifteen (15) months from the date of execution ("Term").

### 2.2 Extension

The PARTIES may mutually agree to extend the Term for one (1) additional six (6) month period, subject to the approval of the PARTIES. The Term may be extended only by written amendment to this Contract. If the PARTIES cannot agree upon such an extension, this Contract shall automatically terminate.

### 2.3 Ratification

Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

## **ARTICLE 3 - INTERACTION OF PARTIES**

### 3.1 Good Faith Dealings

3.1.1 The PARTIES and their consultants, staff, and management, shall diligently and in good faith pursue timely completion of the Project and shall cooperate in conducting related activities to achieve the Scope of Work, attached hereto and incorporated herein as provided in Appendix B.

3.1.2 The PARTIES shall make available their consultants, staff, management, and other necessary resources as may be required for the timely resolution of issues that may arise during the IPM Update process and for the expeditious review of documents submitted during IPM Update preparation.

3.1.3 The PARTIES acknowledge and agree that they, and their consultants, staff, and management, shall be deemed to be acting in good faith so long as they make reasonable efforts to attend scheduled meetings, direct consultants to cooperate with the other Party, provide information necessary to the duties of the other Party, and use commercially reasonable efforts to review and timely return with comments all correspondence, reports, documents, or contracts received from the other Party.

## **ARTICLE 4 - PURPOSE AND SCOPE OF WORK**

### **4.1 Purpose**

4.1.1 The purpose of CONTRACTOR's work under this Agreement is to develop an IPM Update. CONTRACTOR will provide, for the DEPARTMENT's sole and independent consideration, the IPM Update documents that focuses on long term prevention and suppression of pest and weed problems with minimum impact on human health, the environment and non-target organisms. The IPM Update prioritizes non-chemical pest control methods and is committed to manage municipal landscapes and parks in the most responsible way.

4.1.2 As directed by CITY, CONTRACTOR agrees to develop an IPM Update in line with the Scope of Work detailed in Appendix B, which is hereby incorporated into this Agreement by reference, and perform such other functions as further articulated in this Agreement.

4.1.3 CONTRACTOR will provide, for the DEPARTMENT's sole and independent consideration, any other technical studies required to assess and used to inform the IPM Update.

4.1.4 Any modifications in the terms and/or conditions to this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both CITY and CONTRACTOR. If CONTRACTOR performs any modification without a written amendment, CITY shall neither pay for, nor be obligated to accept said modification.

### **4.2 Timely Completion**

CONTRACTOR shall use all best efforts to timely reach the deliverables provided in the Scope of Work, attached hereto and incorporated herein as Attachment B, which includes the key milestones in the IPM Update process for the Project.

## **ARTICLE 5 - SERVICES TO BE PROVIDED BY THE CITY**

The DEPARTMENT agrees that, upon reasonable notice, as from time to time requested by CONTRACTOR, the DEPARTMENT shall provide progress reports to CONTRACTOR regarding the status of review and processing of documents related to the Project.

## **ARTICLE 6 - COMPENSATION AND INVOICING**

### **6.1 Compensation**

CITY will pay CONTRACTOR \$XXX to pay for costs related to IPM Update services and to coordinate the preparation of the IPM Update, and associated technical studies, for the Project in accordance with the terms and provisions of this Contract. The total for this Contract will not exceed the amount listed above without prior discussion and approval from the CITY. Payments from CITY to CONTRACTOR, according to Compensation Schedule and Payment Milestones (Appendix C), only will be provided to CONTRACTOR after CITY has determined, in its sole and



independent discretion that the IPM Update documentation associated with each performance milestone is complete.

## 6.2 Limitation of CITY'S Obligation to Make Payments to CONTRACTOR

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Agreement.

## 6.3 Invoicing

6.3.1 The CONTRACTOR shall invoice the CITY for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract (Appendix C - Compensation Schedule and Payment Milestones). Invoices related to the tasks performed for this Contract should be emailed to [elena.maggioni@lacity.org](mailto:elena.maggioni@lacity.org).

6.3.2 CONTRACTOR shall invoice CITY within sixty (60) days of completion of each milestone provided in Compensation Schedule and Payment Milestones (Appendix C) by submitting two (2) copies of the invoice, which shall demonstrate that the milestone has been achieved.

6.3.3 CONTRACTOR shall submit invoices to:

Elena Maggioni, Environmental Supervisor, or Designee  
Department of Recreation and Parks  
221 North Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012

6.3.4 All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information, such as the name and address of CONTRACTOR. Evidence that documents the task has been completed, in the form of transmittal correspondence for completed IPM Update documents, public or hearing notices, reports, brochures, photographs, or other applicable documents shall be attached to all invoices.

6.3.5 CONTRACTOR shall submit invoices for the approved task(s) and/or deliverable(s) that conform to CITY standards and include, at a minimum, the following information:

- CONTRACTOR's name
- Contract number
- Project name
- Invoice number
- Remit To address

- Invoice date Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A summary progress table detailing work performed during the billing period, which includes the following:
  - Total budgeted project amount
  - Total amount billed to date
  - Total amount remaining to date
  - Total billed that invoice
  - Percentage of total amount billed to date
  - Percentage of total project completed to date
- A narrative progress report detailing work performed during the billing period, which includes the following:
  - Summary of work performed during the billing period
  - Percentage of total project completed to date
  - Any other relevant information

6.3.6 Invoices, evidence, and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request changes to the content and format of the invoice, evidence, and supporting documentation at any time.

6.3.7 Subcontractor's Requirements. Tasks and/or Deliverables that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

6.3.8 Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the CITY Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and to approve demands before they are drawn on the Treasury.

6.3.9 DEPARTMENT shall promptly review the content and format of invoices, evidence, and supporting documentation to determine if the associated milestone has been achieved and if the invoice has been properly submitted by CONTRACTOR. DEPARTMENT shall provide prompt notice to CONTRACTOR of any CITY requested changes to the content and format of the invoice, evidence, and supporting documentation.

6.3.10 DEPARTMENT shall notify CONTRACTOR of date of receipt of a properly submitted invoice.

6.3.11 The CITY shall pay invoices properly submitted by CONTRACTOR within sixty (60) calendar days of date of receipt of a properly submitted invoice.

6.3.12 Notwithstanding the foregoing, CITY shall not be responsible for, and CONTRACTOR waives the right to seek, any late fees, late charges, penalties, and/or interest.

6.3.13 The granting of any payment by CITY, or the receipt thereof by CONTRACTOR, in no way lessens, limits, or waives the liability of CONTRACTOR to replace unsatisfactory work, equipment, or materials, even if the unsatisfactory character of this work, equipment, or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by CITY and, upon rejection, must be replaced by CONTRACTOR without delay.

6.3.14 If the deliverables, or invoice, or both, are not received and approved by the General Manager or Designee, CITY may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the General Manager or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

## **ARTICLE 7 - DATA SECURITY AND PRIVACY**

### **7.1 Data Ownership**

As between the parties, CITY is the sole and exclusive owner of all data and information provided to CONTRACTOR by or on behalf of CITY pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by CONTRACTOR ("CITY Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. CITY Data is Confidential Information for the purposes of this Agreement. CONTRACTOR shall not use CITY Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit CITY Data. CONTRACTOR shall not possess or assert any lien or other right against, or to CITY Data. CITY may request an export of CITY Data stored within the systems or held by CONTRACTOR in any form or format at no charge to CITY.

Subject to the restrictions articulated elsewhere in this Agreement, CITY grants CONTRACTOR a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use CITY Data solely for purposes of performing the services pursuant to this Agreement for CITY's benefit.

### **7.2 Data Protection**

7.2.1 CONTRACTOR shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of CITY Data. To this end, CONTRACTOR shall safeguard the confidentiality, integrity, and availability of CITY Data.

7.2.2 CONTRACTOR shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of CITY Data. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care and not less stringent than the measures CONTRACTOR applies to CONTRACTOR's own personal data and non-public data of similar kind.

7.2.3 At no time may any content or CITY processes be copied, disclosed, or retained by CONTRACTOR or any party related to CONTRACTOR for subsequent use in any transaction that does not include CITY.

### 7.3 Compliance with Privacy Laws

CONTRACTOR shall ensure that CONTRACTOR's performance of CONTRACTOR's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, CITY and CONTRACTOR shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and CONTRACTOR shall complete and deliver any documents necessary to compliance.

### 7.4 Confidential Information

CONTRACTOR understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to CONTRACTOR's performance hereunder are considered confidential property of CITY. CONTRACTOR understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, CONTRACTORS or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by CITY's representative. This Section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by the CITY.

CONTRACTOR must submit a signed copy of the Confidentiality Agreement, that is attached hereto as Appendix E and incorporated herein, and require it from each subcontractor. The provisions of this Subsection shall survive expiration or termination of this Agreement.

### 7.5 Provision of Data

Upon termination of this Agreement for any cause or reason (including CITY's breach), CONTRACTOR shall provide CITY with a copy of all CITY Data in CONTRACTOR's possession in a mutually agreeable machine-readable format.

### 7.6 Data, Development, and Access-Point Location

Storage of CITY Data shall be located in the continental United States of America. CONTRACTOR shall not allow its personnel or CONTRACTORS to store CITY Data on portable devices, including personal computers, except for devices that are used and kept only at CONTRACTOR's continental United States of America headquarters or data centers. CONTRACTOR shall neither access, nor allow a third party to access systems housing CITY Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of CITY, CONTRACTOR may grant personnel and CONTRACTORS located outside the continental United States remote read-only access to CITY Data only as required to provide other technical support

in relation to the services contemplated herein. CONTRACTOR shall obtain the CITY's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When CONTRACTOR submits a request for CITY's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access CITY Data. CONTRACTOR shall at all times cause such Authorized Persons to abide strictly by CONTRACTOR's obligations under this Agreement and the industry standards for information security. CONTRACTOR hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect CITY Data in accordance with the terms and conditions of this Agreement will access CITY Data, and will do so only for the purpose of enabling CONTRACTOR to perform its obligations under this Agreement.

## 7.7 Data Breach

CONTRACTOR shall protect CITY Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. CONTRACTOR shall notify CITY as soon as reasonably feasible, but in any event within twenty-four (24) hours in writing and telephonically of CONTRACTOR's discovery or reasonable belief of any unauthorized access of CITY Data ("Data Breach"), or of any incident affecting, or potentially affecting CITY Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, system outage, instability, or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY's satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. If directed by CITY, CONTRACTOR shall retain an independent third party to conduct the investigation at CONTRACTOR's sole cost. At CITY's sole discretion, CITY and/or its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement. CONTRACTOR is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by CITY, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by CITY, CONTRACTOR will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with CITY having final approval of the content of the notification. In the event CITY incurs any costs related to the breach referenced above, CITY will seek reimbursement from CONTRACTOR or reduce CONTRACTOR's invoice for costs associated with breach of security

7.7.1 Data Breach Liability. If CITY is subject to any claims relating to any Data Breach or Security Incident, CONTRACTOR shall fully indemnify and hold harmless CITY and defend CITY against any such claims, including reimbursement of any costs incurred by CITY relating to those claims. This obligation is in addition to any of CONTRACTOR's other indemnification obligations in this Agreement.

## 7.8 Firewalls and Access Controls

7.8.1 Access Precautions. CONTRACTOR shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

7.8.1.1 Prevent anyone other than CITY, CONTRACTOR, and authorized CITY or CONTRACTOR personnel from monitoring, using, gaining access to, or learning the import of CITY Data;

7.8.1.2 Protect appropriate copies of CITY Data from loss, corruption, or unauthorized alteration; and

7.8.1.3 Prevent the disclosure of CITY and CONTRACTOR passwords and other access control information to anyone other than authorized CITY personnel.

7.8.2 Security Best Practices. CONTRACTOR shall implement the following security best practices with respect to any service provided:

7.8.2.1 Least Privilege: CONTRACTOR shall authorize access only to the minimum amount of resources required for a function.

7.8.2.2 Separation of Duties: CONTRACTOR shall divide functions among its staff members to reduce the risk of one person committing fraud undetected. 1

7.8.2.3 Role-Based Security: CONTRACTOR shall restrict access to authorized users and base access control on the role a user plays in an organization.

## 7.9 Right of Audit by CITY

Without limiting any other audit rights of CITY, CITY may review CONTRACTOR's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time and without notice, CITY may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of CONTRACTOR's data privacy and information security program. In lieu of an on-site audit, at CITY's discretion and upon request by CITY, CONTRACTOR agrees to complete, within fourteen (14 days) of receipt, an audit questionnaire provided by CITY regarding CONTRACTOR's data privacy and information security program.

## 7.10 Written Information Security Policy

CONTRACTOR shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. CONTRACTOR shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of CITY's request, CONTRACTOR shall make available for CITY's review CONTRACTOR's Information Security Policy and any related SOC audits, information security certifications, or other evidence that CONTRACTOR has in place appropriate policies and procedures regarding information protection and security.

## 7.11 Change in Service

CONTRACTOR shall notify CITY of any changes, enhancement, and upgrades to CONTRACTOR's systems, or changes in other related software services, as applicable, which can impact the security of the services.

## **ARTICLE 8 - MISCELLANEOUS**

### 8.1 Insurance

CONTRACTOR shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as Appendix D, Standard Provisions for CITY Contracts (Rev. 1/25 [v.1]). The insurance must name CITY as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to CITY.

### 8.2 Separation Assistance

In the event of separation, CONTRACTOR shall provide separation assistance to CITY to facilitate separation. CONTRACTOR shall further guarantee elimination from CONTRACTOR's services of all CITY Data upon separation.

### 8.3 CONTRACTOR's Personnel & Subcontractors

Except as expressly provided in Subsection 8.4 below, CONTRACTOR shall use its own employees to perform the services described in this Agreement. CITY shall have the right to review and approve any personnel who are assigned to work under this Agreement. If CITY has concerns about the performance of any personnel assigned to perform services under this agreement, CITY and CONTRACTOR shall meet and attempt to resolve such concerns.

### 8.4 Subcontractors

CONTRACTOR may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that CONTRACTOR may utilize subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Agreement. CITY has the right to approve CONTRACTOR's subcontractors and CITY reserves the right to request replacement of a subcontractor. CITY does not have any obligation to pay subcontractors and nothing herein creates any privity between CITY and the subcontractors. Nothing herein is intended to create a third-party beneficiary in any subcontractors.

### 8.5 Non-Exclusive Agreement

CONTRACTOR understands and agrees that this is a non-exclusive Agreement to provide services to CITY and that CITY has entered into contracts with other contractors and will continue to do so. CITY may terminate this Agreement and use any of the contractors with whom CITY has current or future contracts and, therefore, CITY cannot estimate nor guarantee the volume or amount of work to be received by CONTRACTOR under this Agreement.

## 8.6 CONTRACTOR's Interaction with the Media; Publicity

CONTRACTOR shall refer all inquiries from the news media to CITY, shall immediately contact CITY to inform CITY of the inquiry, and shall comply with the procedures of CITY's Public Affairs staff regarding statements to the media relating to this Agreement or CONTRACTOR's services hereunder.

## 8.7 Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

## 8.8 Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by CONTRACTOR, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.

## 8.9 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## 8.10 Entire Agreement

This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

## 8.11 Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Professional Services Agreement take precedence, followed by Appendix A, Standard Provisions for CITY Contracts (Rev. 1/25 [v.1]), followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

# 9.0 INCORPORATION OF DOCUMENTS

## 9.1 Entire Contract

This Contract and appendices represent the entire integrated Contract of the PARTIES and supersedes all prior written or oral representations, discussions, and contracts. This Contract may not be changed or modified in any manner except by formal, written amendment fully executed



by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Appendix A: Standard Provisions for CITY Contracts (Rev. 1/25 [v.1])

Appendix B: Scope of Work

Appendix C: Compensation Schedule and Performance Milestones

Appendix D: Insurance Requirements (Form Gen. 146)

Appendix E: Confidentiality Agreement

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES  
a municipal corporation  
acting by and through its BOARD  
OF RECREATION AND PARK  
COMMISSIONERS

TBD

By signing below, the signatory attests that  
they have no personal, financial, beneficial,  
or familial interest in this Agreement.

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns  
Deputy City Attorney

Date: \_\_\_\_\_

Agreement Number:  
\_\_\_\_\_

Appendix A

# Standard Provisions for CITY Contracts (Rev. 1/25 [v.1]) (TBD)

## Appendix B

# Scope of Work (TBD)

# Compensation Schedule and Performance Milestones (TBD)

(Rev. 05/18)

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

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### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): Yes

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

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### Pollution Liability: No

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### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No



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**Crime Insurance: No**

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**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

## **Professional Services Agreement**

**TBD**

### **Appendix E - Confidentiality Agreement**

I \_\_\_\_\_, (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

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Print Contractor Name

Contractor Signature

---

Print Contractor Title

Date

Contractor Address

---

Agreement Number \_\_\_\_\_

**CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CDS SERVICES, INC.  
TO PROVIDE AN INTEGRATED PEST MANAGEMENT PROGRAM UPDATE**

This CONTRACT ("Contract" or "Agreement") is made and entered into this \_\_\_\_th day of \_\_\_\_\_ 20\_\_\_\_ by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "CITY") acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS (hereinafter referred to as "BOARD"), and CDS SERVICES, INC., a California Corporation, hereinafter referred to as CONTRACTOR. CITY and CONTRACTOR shall be referred to individually as a "Party" and collectively as "the PARTIES".

**RECITALS**

WHEREAS, CITY'S Department of Recreation and Parks ("RAP" or "DEPARTMENT") owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and,

WHEREAS, RAP originally approved an Integrated Pest Management Program (IPM) in 2006, and drafted an update of the IPM in 2020 to include the result of the experience of RAP's Forestry Division; and,

WHEREAS, RAP advertised a request for proposal for such services (RFP); and,

WHEREAS, in accordance with Charter Section 1022, the BOARD finds that the CITY does not have in its employ, personnel with sufficient expertise and experience to provide the aforementioned services; and,

WHEREAS, RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for these services; and,

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP and was selected for award of this Contract to provide an IPM Update; and,

WHEREAS, in accordance with Los Angeles Administrative Code Section 10.15(a)(2), RAP finds that the services provided under this Agreement is for the performance of professional, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and,

WHEREAS, CONTRACTOR is subject to the specified Standard Provisions for CITY Contracts attached hereto and incorporated herein in by reference as Appendix A; and,

WHEREAS, the PARTIES expressly acknowledge and agree that the DEPARTMENT will exercise its independent discretion in review of all documents related to the IPM Update whether

produced by CONTRACTOR pursuant to this Contract or by any other agency or entity involved in review of the IPM Update; and,

NOW, THEREFORE, CITY AND CONTRACTOR in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

## **ARTICLE 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE**

### **1.1 Parties**

The parties to this Contract are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners on behalf of the Department of Recreation and Parks having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTOR – CDS SERVICES, INC., a California corporation, having its principal office located at 39703 Larkspur Terrace, Temecula, California 92663.

### **1.2 Representatives**

The representatives of the PARTIES who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

CITY's representative will be:  
Jimmy C. Kim, General Manager  
CITY of Los Angeles, Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, California 90012

With a copy to:

Elena Maggioni, Environmental Supervisor, or Designee  
Department of Recreation and Parks  
221 North Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012  
Telephone Number: (213) 202-2664  
Email: [elena.maggioni@lacity.org](mailto:elena.maggioni@lacity.org)

CONTRACTOR's representative shall be:

David Poplin, Chief Executive Officer  
CDS SERVICES, INC.  
39703 Larkspur Terrace  
Murrieta, California 92591  
Telephone Number: (951) 219-6588  
Email: [david@legionpest.com](mailto:david@legionpest.com)

### 1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice of such change shall be given, in accordance with this Section, within five working days of the change.

## **ARTICLE 2 - TERM OF CONTRACT**

### 2.1 Term

The term of this Contract shall be fifteen months from the date of execution ("Term").

### 2.2 Extension

The PARTIES may mutually agree to extend the Term for one additional six-month period, subject to the written approval of the PARTIES. The Term may not be extended beyond this additional six-month period without a formal amendment to this Contract. If the PARTIES cannot agree upon such an extension, this Contract shall automatically terminate.

### 2.3 Ratification

Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

## **ARTICLE 3 - INTERACTION OF PARTIES**

### 3.1 Good Faith Dealings

3.1.1 The PARTIES and their consultants, staff, and management, shall diligently and in good faith pursue timely completion of the Project and shall cooperate in conducting related activities to achieve the Scope of Work, attached hereto and incorporated herein as provided in Appendix B.

3.1.2 The PARTIES shall make available their consultants, staff, management, and other necessary resources as may be required for the timely resolution of issues that may arise during the IPM Update process and for the expeditious review of documents submitted during IPM Update preparation.

3.1.3 The PARTIES acknowledge and agree that they, and their consultants, staff, and management, shall be deemed to be acting in good faith so long as they make reasonable efforts to attend scheduled meetings, direct consultants to cooperate with the other Party, provide information necessary to the duties of the other Party, and use commercially reasonable efforts to review and timely return with comments all correspondence, reports, documents, or contracts received from the other Party.

## **ARTICLE 4 - PURPOSE AND SCOPE OF WORK**

### **4.1 Purpose**

4.1.1 The purpose of CONTRACTOR's work under this Agreement is to develop an IPM Update. CONTRACTOR will provide, for the DEPARTMENT's sole and independent consideration, the IPM Update documents that focus on long term prevention and suppression of pest and weed problems with minimum impact on human health, the environment and non-target organisms. The IPM Update prioritizes non-chemical pest control methods and is committed to manage municipal landscapes and parks in the most responsible way.

4.1.2 As directed by CITY, CONTRACTOR agrees to develop an IPM Update in line with the Scope of Work detailed in Appendix B, which is hereby incorporated into this Agreement by reference, and perform such other functions as further articulated in this Agreement.

4.1.3 CONTRACTOR will provide, for the DEPARTMENT's sole and independent consideration, any other technical studies required to assess and used to inform the IPM Update.

4.1.4 Any modifications in the terms and/or conditions to this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both CITY and CONTRACTOR. If CONTRACTOR performs any modification without a written amendment, CITY shall neither pay for, nor be obligated to accept said modification.

### **4.2 Timely Completion**

CONTRACTOR shall use all best efforts to timely reach the deliverables provided in the Scope of Work, attached hereto and incorporated herein as Attachment B, which includes the key milestones in the IPM Update process for the Project.

## **ARTICLE 5 - SERVICES TO BE PROVIDED BY THE CITY**

The DEPARTMENT agrees that, upon reasonable notice, as from time to time requested by CONTRACTOR, the DEPARTMENT shall provide progress reports to CONTRACTOR regarding the status of review and processing of documents related to the Project.

## **ARTICLE 6 - COMPENSATION AND INVOICING**

### **6.1 Compensation**

CITY will pay CONTRACTOR \$360,000.00 to pay for costs related to IPM Update services and to coordinate the preparation of the IPM Update, and associated technical studies, for the Project in accordance with the terms and provisions of this Contract. The total for this Contract will not exceed the amount listed above without prior discussion and approval from the CITY. Payments from CITY to CONTRACTOR, according to Compensation Schedule and Payment Milestones (Appendix C), only will be provided to CONTRACTOR after CITY has determined, in its sole and

independent discretion that the IPM Update documentation associated with each performance milestone is complete.

## 6.2 Limitation of CITY'S Obligation to Make Payments to CONTRACTOR

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of said appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for said services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Agreement.

## 6.3 Invoicing

6.3.1 CONTRACTOR shall invoice the CITY for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract (Appendix C - Compensation Schedule and Payment Milestones). Invoices related to the tasks performed for this Contract should be emailed to [elena.maggioni@lacity.org](mailto:elena.maggioni@lacity.org).

6.3.2 CONTRACTOR shall invoice CITY within sixty days of completion of each milestone provided in Compensation Schedule and Payment Milestones (Appendix C) by submitting two copies of the invoice, which shall demonstrate that the milestone has been achieved.

6.3.3 CONTRACTOR shall submit invoices to:

Elena Maggioni, Environmental Supervisor, or Designee  
Department of Recreation and Parks  
221 North Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012

6.3.4 All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information, such as the name and address of CONTRACTOR. Evidence that documents the task has been completed, in the form of transmittal correspondence for completed IPM Update documents, public or hearing notices, reports, brochures, photographs, or other applicable documents shall be attached to all invoices.

6.3.5 CONTRACTOR shall submit invoices for the approved task(s) and/or deliverable(s) that conform to CITY standards and include, at a minimum, the following information:

- CONTRACTOR's name
- Contract number
- Project name
- Invoice number
- Remit To address
- Invoice date Dates of services performed



- Description of the task(s) performed and/or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A summary progress table detailing work performed during the billing period, which includes the following:
  - Total budgeted project amount
  - Total amount billed to date
  - Total amount remaining to date
  - Total billed that invoice
  - Percentage of total amount billed to date
  - Percentage of total project completed to date
- A narrative progress report detailing work performed during the billing period, which includes the following:
  - Summary of work performed during the billing period
  - Percentage of total project completed to date
  - Any other relevant information

6.3.6 Invoices, evidence, and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request changes to the content and format of the invoice, evidence, and supporting documentation at any time.

6.3.7 Subcontractor's Requirements. Tasks and/or Deliverables that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

6.3.8 Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the CITY Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and to approve demands before they are drawn on the Treasury.

6.3.9 DEPARTMENT shall promptly review the content and format of invoices, evidence, and supporting documentation to determine if the associated milestone has been achieved and if the invoice has been properly submitted by CONTRACTOR. DEPARTMENT shall provide prompt notice to CONTRACTOR of any CITY requested changes to the content and format of the invoice, evidence, and supporting documentation.

6.3.10 DEPARTMENT shall notify CONTRACTOR of date of receipt of a properly submitted invoice.

6.3.11 The CITY shall pay invoices properly submitted by CONTRACTOR within sixty calendar days of date of receipt of a properly submitted invoice.

6.3.12 Notwithstanding the foregoing, CITY shall not be responsible for, and CONTRACTOR waives the right to seek, any late fees, late charges, penalties, and/or interest.

6.3.13 The granting of any payment by CITY, or the receipt thereof by CONTRACTOR, in no way lessens, limits, or waives the liability of CONTRACTOR to replace unsatisfactory work, equipment, or materials, even if the unsatisfactory character of this work, equipment, or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by CITY and, upon rejection, must be replaced by CONTRACTOR without delay.

6.3.14 If the deliverables, or invoice, or both, are not received and approved by the General Manager or Designee, CITY may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the General Manager or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

## **ARTICLE 7 - DATA SECURITY AND PRIVACY**

### **7.1 Data Ownership**

As between the PARTIES, CITY is the sole and exclusive owner of all data and information provided to CONTRACTOR by or on behalf of CITY pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by CONTRACTOR ("CITY Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. CITY Data is Confidential Information for the purposes of this Agreement. CONTRACTOR shall not use CITY Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit CITY Data. CONTRACTOR shall not possess or assert any lien or other right against, or to CITY Data. CITY may request an export of CITY Data stored within the systems or held by CONTRACTOR in any form or format at no charge to CITY.

Subject to the restrictions articulated elsewhere in this Agreement, CITY grants CONTRACTOR a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use CITY Data solely for purposes of performing the services pursuant to this Agreement for CITY's benefit.

### **7.2 Data Protection**

7.2.1 CONTRACTOR shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of CITY Data. To this end, CONTRACTOR shall safeguard the confidentiality, integrity, and availability of CITY Data.

7.2.2 CONTRACTOR shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of CITY Data. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care and not less stringent than the measures CONTRACTOR applies to CONTRACTOR's own personal data and non-public data of similar kind.

7.2.3 At no time may any content or CITY processes be copied, disclosed, or retained by CONTRACTOR or any party related to CONTRACTOR for subsequent use in any transaction that does not include CITY.

### 7.3 Compliance with Privacy Laws

CONTRACTOR shall ensure that CONTRACTOR's performance of CONTRACTOR's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, CITY and CONTRACTOR shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and CONTRACTOR shall complete and deliver any documents necessary to compliance.

### 7.4 Confidential Information

CONTRACTOR understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to CONTRACTOR's performance hereunder are considered confidential property of CITY. CONTRACTOR understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by CITY's representative. This Section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by the CITY.

CONTRACTOR must submit a signed copy of the Confidentiality Agreement, that is attached hereto as Appendix E and incorporated herein, and require it from each subcontractor. The provisions of this Subsection shall survive expiration or termination of this Agreement.

### 7.5 Provision of Data

Upon termination of this Agreement for any cause or reason (including CITY's breach), CONTRACTOR shall provide CITY with a copy of all CITY Data in CONTRACTOR's possession in a mutually agreeable machine-readable format.

### 7.6 Data, Development, and Access-Point Location

Storage of CITY Data shall be located in the continental United States of America. CONTRACTOR shall not allow its personnel or contractors to store CITY Data on portable devices, including personal computers, except for devices that are used and kept only at CONTRACTOR's continental United States of America headquarters or data centers. CONTRACTOR shall neither access, nor allow a third party to access systems housing CITY Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of CITY, CONTRACTOR may grant personnel and contractors located outside the continental United States remote read-only access to CITY Data only as required to provide other technical support

in relation to the services contemplated herein. CONTRACTOR shall obtain the CITY's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When CONTRACTOR submits a request for CITY's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access CITY Data. CONTRACTOR shall at all times cause such Authorized Persons to abide strictly by CONTRACTOR's obligations under this Agreement and the industry standards for information security. CONTRACTOR hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect CITY Data in accordance with the terms and conditions of this Agreement will access CITY Data, and will do so only for the purpose of enabling CONTRACTOR to perform its obligations under this Agreement.

## 7.7 Data Breach

CONTRACTOR shall protect CITY Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. CONTRACTOR shall notify CITY as soon as reasonably feasible, but in any event within twenty-four hours in writing and telephonically of CONTRACTOR's discovery or reasonable belief of any unauthorized access of CITY Data ("Data Breach"), or of any incident affecting, or potentially affecting CITY Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, system outage, instability, or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY's satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. If directed by CITY, CONTRACTOR shall retain an independent third party to conduct the investigation at CONTRACTOR's sole cost. At CITY's sole discretion, CITY and/or its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement. CONTRACTOR is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by CITY, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by CITY, CONTRACTOR will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with CITY having final approval of the content of the notification. In the event CITY incurs any costs related to the breach referenced above, CITY will seek reimbursement from CONTRACTOR or reduce CONTRACTOR's invoice for costs associated with breach of security

7.7.1 Data Breach Liability. If CITY is subject to any claims relating to any Data Breach or Security Incident, CONTRACTOR shall fully indemnify and hold harmless CITY and defend CITY against any such claims, including reimbursement of any costs incurred by CITY relating to those claims. This obligation is in addition to any of CONTRACTOR's other indemnification obligations in this Agreement, and shall survive the expiration or termination of this Agreement.

## 7.8 Firewalls and Access Controls

7.8.1 Access Precautions. CONTRACTOR shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

7.8.1.1 Prevent anyone other than CITY, CONTRACTOR, and authorized CITY or CONTRACTOR personnel from monitoring, using, gaining access to, or learning the import of CITY Data;

7.8.1.2 Protect appropriate copies of CITY Data from loss, corruption, or unauthorized alteration; and

7.8.1.3 Prevent the disclosure of CITY and CONTRACTOR passwords and other access control information to anyone other than authorized CITY personnel.

7.8.2 Security Best Practices. CONTRACTOR shall implement the following security best practices with respect to any service provided:

7.8.2.1 Least Privilege: CONTRACTOR shall authorize access only to the minimum amount of resources required for a function.

7.8.2.2 Separation of Duties: CONTRACTOR shall divide functions among its staff members to reduce the risk of one person committing fraud undetected. 1

7.8.2.3 Role-Based Security: CONTRACTOR shall restrict access to authorized users and base access control on the role a user plays in an organization.

## 7.9 Right of Audit by CITY

Without limiting any other audit rights of CITY, CITY may review CONTRACTOR's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time and without notice, CITY may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of CONTRACTOR's data privacy and information security program. In lieu of an on-site audit, at CITY's discretion and upon request by CITY, CONTRACTOR agrees to complete, within fourteen days of receipt, an audit questionnaire provided by CITY regarding CONTRACTOR's data privacy and information security program.

## 7.10 Written Information Security Policy

CONTRACTOR shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. CONTRACTOR shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three business days of CITY's request, CONTRACTOR shall make available for CITY's review CONTRACTOR's Information Security Policy and any related SOC audits, information security certifications, or other evidence that CONTRACTOR has in place appropriate policies and procedures regarding information protection and security.

## 7.11 Change in Service

CONTRACTOR shall notify CITY of any changes, enhancement, and upgrades to CONTRACTOR's systems, or changes in other related software services, as applicable, which can impact the security of the services.

## **ARTICLE 8 - MISCELLANEOUS**

### 8.1 Insurance

CONTRACTOR shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as Appendix D. The insurance must name CITY as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to CITY.

### 8.2 Separation Assistance

In the event of separation, CONTRACTOR shall provide separation assistance to CITY to facilitate separation. CONTRACTOR shall further guarantee elimination from CONTRACTOR's services of all CITY Data upon separation.

### 8.3 CONTRACTOR's Personnel & Subcontractors

Except as expressly provided in Subsection 8.4 below, CONTRACTOR shall use its own employees to perform the services described in this Agreement. CITY shall have the right to review and approve any personnel who are assigned to work under this Agreement. If CITY has concerns about the performance of any personnel assigned to perform services under this agreement, CITY and CONTRACTOR shall meet and attempt to resolve such concerns.

### 8.4 Subcontractors

CONTRACTOR may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that CONTRACTOR may utilize subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Agreement. CITY has the right to approve CONTRACTOR's subcontractors and CITY reserves the right to request replacement of a subcontractor. CITY does not have any obligation to pay subcontractors and nothing herein creates any privity between CITY and the subcontractors. Nothing herein is intended to create a third-party beneficiary in any subcontractors.

### 8.5 Non-Exclusive Agreement

CONTRACTOR understands and agrees that this is a non-exclusive Agreement to provide services to CITY and that CITY has entered into contracts with other contractors and will continue to do so. CITY may terminate this Agreement and use any of the contractors with whom CITY has current or future contracts and, therefore, CITY cannot estimate nor guarantee the volume or amount of work to be received by CONTRACTOR under this Agreement.

### 8.6 CONTRACTOR's Interaction with the Media; Publicity

CONTRACTOR shall refer all inquiries from the news media to CITY, shall immediately contact CITY to inform CITY of the inquiry, and shall comply with the procedures of CITY's Public Affairs staff regarding statements to the media relating to this Agreement or CONTRACTOR's services hereunder.

#### 8.7 Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The PARTIES acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

#### 8.8 Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by CONTRACTOR and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both PARTIES.

#### 8.9 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### 8.10 Entire Agreement

This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the PARTIES. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

#### 8.11 Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Professional Services Agreement take precedence, followed by Appendix A, Standard Provisions for CITY Contracts (Rev. 1/25 [v.2]), followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

### **9.0 INCORPORATION OF DOCUMENTS**

#### 9.1 Entire Contract

This Contract and appendices represent the entire integrated Contract of the PARTIES and supersedes all prior written or oral representations, discussions, and contracts. This Contract may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Appendix A: Standard Provisions for CITY Contracts (Rev. 1/25 [v.2])

Appendix B: Scope of Work

Appendix C: Compensation Schedule and Performance Milestones

Appendix D: Insurance Requirements (Form Gen. 146)

Appendix E: Confidentiality Agreement

This Agreement may be executed in one or more counterparts, and by the PARTIES in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The PARTIES further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)



IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES  
a municipal corporation  
acting by and through its BOARD  
OF RECREATION AND PARK  
COMMISSIONERS

CDS Services, Inc.  
a California Corporation  
39703 Larkspur Terrace  
Temecula, CA 92591

By signing below, the signatory attests that  
they have no personal, financial, beneficial,  
or familial interest in this Agreement.

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns  
Deputy City Attorney

Date: \_\_\_\_\_

Agreement Number:  
\_\_\_\_\_

## **Professional Services Agreement**

### **Appendix E - Confidentiality Agreement**

I \_\_\_\_\_, (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

---

Print Contractor Name

Contractor Signature

---

Print Contractor Title

Date

Contractor Address

---

Agreement Number \_\_\_\_\_

## **ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1. Construction of Provisions and Titles Herein**

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. Applicable Law, Interpretation and Enforcement**

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### **PSC-3. Time of Effectiveness**

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services



suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

##### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

## **PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

## **PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

## **PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure



the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

under the Contract, and the principals of those Subcontractors (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

#### **PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<hr/> <hr/>		
<b>Workers' Compensation (WC) and Employer's Liability (EL)</b>		
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC _____ <i>Statutor</i> y EL _____
<hr/> <hr/>		
<b>General Liability</b>		
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____	
<hr/> <hr/>		
<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/> <hr/>		
<b>Professional Liability</b> (Errors and Omissions)		
Discovery Period _____		
<hr/> <hr/>		
<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____	
<hr/> <hr/>		
<b>Pollution Liability</b>		
<input type="checkbox"/> _____		
<hr/> <hr/>		
<b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds		
<b>Crime Insurance</b>		
<hr/> <hr/>		
<b>Other:</b> _____ _____ _____ _____		



## INTEGRATED PEST MANAGEMENT PROGRAM UPDATE

### SCOPE OF WORK

#### Introduction

The City of Los Angeles Department of Recreation and Parks (RAP) originally approved an Integrated Management Program (IPM) in 2006. In 2020, RAP drafted an update of the IPM to include the result of the experience of RAP's forestry division (Attachment I). The draft update includes measures to identify pests and weeds, and control measures to balance the benefits of pest and weed control with costs, public health and environmental safety.

The program focuses on long term prevention and suppression of pest and weed problems with minimum impact on human health, the environment and non-target organisms. The program prioritizes non-chemical pest control methods and is committed to manage municipal landscapes and parks in this most responsible way.

Current objectives of the draft plan are:

- Minimize potential hazards to human health and the environment;
- Maintain health of landscape elements, such as trees, shrubs, flowerbeds, and natural areas;
- Utilize effective monitoring to ensure selective control of pest and weed populations;
- Minimize chemical controls use through targeted application while optimizing chemical efficiency;
- Control operating costs;
- Remain in compliance with LA County Agriculture Commission/Weights and Measures and LA County Vector Control for target pests such as ground squirrels and mosquitos.

#### Scope of work

Since enhancing biodiversity, protection of native wildlife and prioritization of native or climate friendly species have become priority objectives of the City, RAP requires an update of the current IPM, with the following objectives:

- **Enhance Environmental Sustainability** - Reduce the environmental impact of pest management activities by continuing to minimize chemical pesticide use. Prioritize natural, biological, and mechanical control methods, encouraging ecosystem-based pest solutions.
- **Increase Public and Worker Safety** - Protect park visitors, staff, and wildlife from the potential health risks of pesticides and other control methods. Implement safer alternatives and establish clear guidelines for pesticide application.
- **Promote Biodiversity and Ecosystem Health** - Support healthy ecosystems by fostering biodiversity and natural pest predators. Incorporate habitat enhancement strategies like planting native species, preserving beneficial insects, and improving soil health.

- **Optimize Pest Monitoring and Early Detection** - Improve the effectiveness of pest control by focusing on early detection and rapid response. Establish more comprehensive pest monitoring systems, integrating staff training and community reporting mechanisms.
- **Community Engagement** - Increase public understanding of IPM practices and encourage community participation in pest prevention.
- **Comply with Updated Regulations** - Ensure that pest management practices comply with the latest federal, state, and local environmental regulations. Regularly review and adjust the IPM plan in accordance with legal requirements, including pesticide use restrictions.
- **Strengthen Collaboration with Experts** - Improve the IPM plan through engagement with environmental experts, pest management professionals, and peer organizations.
- **Improve Cost Efficiency** - Optimize resource allocation for pest management to balance cost savings and effective pest control.
- **Support Long-Term Sustainability Goals** - Align the IPM plan with the City's broader sustainability and biodiversity objectives. Integrate the IPM plan into other conservation and sustainability programs within the park system, ensuring that pest control supports the health of the overall park environment.

The new program will include:

- An update of the treatment methods included in the current IPM.
- A prioritization process that guides the use of different approaches to pest management that takes into account the location and the current use (developed and undeveloped) of RAP's parks
- Training measures.
- Reporting requirements.
- Public communication requirements.
- Criteria to evaluate the program annually.
- Monitoring and preventative measures to reduce the occurrence of pests and weeds.
- Measures to record pest occurrences and the level when they become a problem.

The IPM Program Update will include the following steps:

**Step 1** Establish a Technical Advisory Committee: (TAC). In collaboration with RAP staff, the selected contractor will establish a TAC, formed by the relevant local stakeholders and scientific experts, including experts in golf pest management practices. The TAC has the task of reviewing the Draft IPM Program and provide further support to the IPM process.

**Deliverable for Step 1 is one TAC kick off meeting.**

- Step 2** Review the existing RAP practices both for regular park maintenance and for golf courses maintenance, review of best management practices, current literature and existing IPM programs for Government entities comparable in size to Los Angeles, to identify recommendations on how RAP's IPM Program should be updated (a minimum of five (5) examples should be considered).

**Deliverable for Step 2 is a summary of BMPs and recommendations on how to update the existing IPM Program. The summary will be submitted to RAP's staff, which will discuss the recommendations and provide directions for the IPM's update. One kick off meeting and one End of Step 1 meeting are included in this step.**

- Step 3** Provide an Administrative Draft IPM Program, based on the objectives listed in this solicitation, on the existing IPM program and the BMPs and recommendations emerged in Step 2.

**Deliverable for Step 3 is an Administrative Draft IPM Program which will be submitted to RAP's staff for review. The selected contractor will integrate RAP's comments into a Draft IPM Program.**

- Step 4** Present the draft to the TAC. The selected contractor will distribute the Administrative Draft IPM Program to the TAC members, present the contents of the Draft in a meeting, solicit comments and integrations. It is the selected contractor's responsibility to devise a strategy that maximizes the TAC's contribution to the Program.

**Deliverable for Step 4 are a Draft IPM Program presentation and a TAC meeting where the contents of the Draft will be discussed.**

- Step 5** The selected contractor will integrate TAC's comments in a Draft IPM Program and submit the Initial Draft for final review to RAP Staff.

**Deliverable for Step 5 is a Draft IPM Program including TAC's contribution and Staff's reviews.**

- Step 6** Present the Draft IPM Program resulting from the previous steps to the Facilities Repair and Maintenance Task Force of Recreation and Parks Commissioners.

**Deliverable for Step 5 is a presentation of the Initial Draft IMP at a Task Force Board's meeting.**

- Step 7** Support the collection of public comments to the Initial Draft IPM Program. After presenting the Draft IPM Program to the Facilities Repair and Maintenance Task Force, the consultant will solicit public comments to the plan through an outreach campaign and publish the Draft IPM Program on a web site for 30 days, providing the opportunity to the public to provide comments. The selected consultant will collect the public comments, elaborate tentative responses and present a summary to RAP Staff and the TAC.

**Deliverable for Step 7 is a summary of public comments and tentative responses. One meeting with RAP and the TAC where the results of the public consultation will be presented is included in this step<sup>1</sup>.**

**Step 8** RAP staff will provide feed-back on how to integrate public comments in the Draft IPM Program and the selected consultant will provide a draft of the Final IPM Program, which will be reviewed by RAP Staff and finalized by the selected contractor.

**Deliverable for Step 8 is the Final IPM Program.**

**Step 9** Present the final IPM resulting from the previous tasks to the Board of Recreation and Parks Commissioners (Board) for final approval.

**Deliverable for Step 9 is a presentation of the Final IPM at a Board's meeting.**

**Additive-Alternate (Add-Alt)**

Please provide separate quotes for each of the following tasks. Add-Alt quotes are NOT to be included in your lump sum cost proposal

**Optional Task 1** Provide a detailed plan recommending other methods for gathering public input on the draft recommendations and community engagement recommendations on how to disseminate information about the program.

**Optional Task 2:** Deliver at least three (3) webinars open to the public to present the Draft IPM program and provide webinar presentation materials and a summary of public input.

**Optional Task 3** Provide digital collateral for social media and other web related channels including Community Based Organization led communications.

**Optional Task 4** Develop a work plan with to engage the public in the continuous update of the IPM program. Such plan should include a list of community groups that could be engaged in the process.

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<sup>1</sup> Please provide a quote for this step considering only a streamlined outreach process.

**COMPENSATION SCHEDULE AND PERFORMANCE MILESTONES:**

The CONTRACTOR shall be compensated based on the satisfactory completion of each of the project milestones indicated below. A final payment schedule will be issued to the selected CONTRACTOR based on the final approved fee proposal.

CONTRACTOR Payment Schedule:

1. **Provide Administrative Draft IPM Program to RAP Staff – 25% Payment**
2. **Finalize Draft IPM Program and Submit to RAP Staff – 50% Payment**
3. **Final IPM Program Report Submission to RAP Staff – 75% Payment**
4. **Present the Final IPM to RAP's Board – 100% Payment**

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

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### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

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### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): Yes

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

---

### Pollution Liability: No

---

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No



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**Crime Insurance: No**

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**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

**ATTACHMENT A. PROPOSAL SUBMISSION LETTER**

**DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSALS (RFP) FOR  
INTEGRATED PEST MANAGEMENT PROGRAM UPDATE**

**PROPOSAL SUBMISSION LETTER**

**Proposing Entity:**

---

(Complete legal name/include DBA if applicable)

**Entity Address:**

---

**Organization Type:**

---

(Corporation, partnership, sole proprietor, etc.)

**Contact Name & Title:**

---

**Contact Telephone:**

---

**Email Address:**

---

---

**Authorized Signature**

---

**Date**

**By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for Integrated Pest Management Program Update and the resulting contract, without exception.**

**Instructions:**

- 1.) Complete the form above;**
- 2.) Provide the appropriate signature of an authorized person to bind the Proposer; and**
- 3.) Submit this signed form with your other proposal documents.**

## INTEGRATED PEST MANAGEMENT PROGRAM UPDATE

### SCOPE OF WORK

#### Introduction

The City of Los Angeles Department of Recreation and Parks (RAP) originally approved an Integrated Management Program (IPM) in 2006. In 2020, RAP drafted an update of the IPM to include the result of the experience of RAP's forestry division (Attachment I). The draft update includes measures to identify pests and weeds, and control measures to balance the benefits of pest and weed control with costs, public health and environmental safety.

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#### Scope of work

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**Deliverable for Step 1 is one TAC kick off meeting.**

- Step 2** Review the existing RAP practices both for regular park maintenance and for golf courses maintenance, review of best management practices, current literature and existing IPM programs for Government entities comparable in size to Los Angeles, to identify recommendations on how RAP's IPM Program should be updated (a minimum of five (5) examples should be considered).

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**Deliverable for Step 5 is a presentation of the Initial Draft IMP at a Task Force Board's meeting.**

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**Deliverable for Step 7 is a summary of public comments and tentative responses. One meeting with RAP and the TAC where the results of the public consultation will be presented is included in this step<sup>1</sup>.**

**Step 8** RAP staff will provide feed-back on how to integrate public comments in the Draft IPM Program and the selected consultant will provide a draft of the Final IPM Program, which will be reviewed by RAP Staff and finalized by the selected contractor.

**Deliverable for Step 8 is the Final IPM Program.**

**Step 9** Present the final IPM resulting from the previous tasks to the Board of Recreation and Parks Commissioners (Board) for final approval.

**Deliverable for Step 9 is a presentation of the Final IPM at a Board's meeting.**

**Additive-Alternate (Add-Alt)**

Please provide separate quotes for each of the following tasks. Add-Alt quotes are NOT to be included in your lump sum cost proposal

**Optional Task 1** Provide a detailed plan recommending other methods for gathering public input on the draft recommendations and community engagement recommendations on how to disseminate information about the program.

**Optional Task 2:** Deliver at least three (3) webinars open to the public to present the Draft IPM program and provide webinar presentation materials and a summary of public input.

**Optional Task 3** Provide digital collateral for social media and other web related channels including Community Based Organization led communications.

**Optional Task 4** Develop a work plan with to engage the public in the continuous update of the IPM program. Such plan should include a list of community groups that could be engaged in the process.

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<sup>1</sup> Please provide a quote for this step considering only a streamlined outreach process.

## SCHEDULE B

### TASK WORK ORDER LIST OF SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>	<b>Work Order Number</b>
----------------------	--------------------------

<b>Contractor</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Signature of Person Completing this Form</b> </div> <div style="text-align: center; margin-bottom: 20px;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Printed Name of Person Completing this Form</b> </div> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Title</b> </div> <div style="text-align: center; width: 45%;"> <hr style="border: 0; border-top: 1px solid black; width: 80%; margin: 0 auto;"/> <b>Date</b> </div> </div>
	<b>DOLLARS</b>	<b>PERCENT</b>	
<b>TOTAL MBE AMOUNT</b>	\$	%	
<b>TOTAL WBE AMOUNT</b>	\$	%	
<b>TOTAL SBE AMOUNT</b>	\$	%	
<b>TOTAL EBE AMOUNT</b>	\$	%	
<b>TOTAL DVBE AMOUNT</b>	\$	%	
<b>TOTAL OBE AMOUNT</b>	\$	%	
<b>BASE BID AMOUNT</b>	\$		

**MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED**

## **SECTION A**

### **NON-COLLUSION AFFIDAVIT AND RESPONDENT'S SIGNATURE DECLARATION TO ACCOMPANY PROPOSALS / BIDS / SUBMISSIONS OF QUALIFICATIONS**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

#### **INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

#### **Signatures:**

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.



# AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, \_\_\_\_\_  
being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_  
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals/bids/submissions of qualification the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal/bid/submission of qualification or cancellation of any concession contract awarded pursuant to this proposal/bid/submission of qualification.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF  
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

**PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS WILL NOT BE CONSIDERED UNLESS THE  
AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE  
NOTARIAL SEAL**

## **SECTION B**

### **DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS**

All Responses submitted in response to the RFP/RFB/RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

#### **INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

#### **Signatures:**

The person signing must be authorized to bind the Respondent.

## **DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS**

All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal/bid/submission of qualification that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal/bid/submission of qualification that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals/Bids/Submissions of Qualifications and agree that the City of Los Angeles may release any materials and information contained in the proposal/bid/submission submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal/Bid/Submission of Qualification.”

---

Signature of person authorized to bind proposer

Date

<p style="text-align: center;"><b>SECTION C</b></p> <p style="text-align: center;"><b>CONTRACTOR WORKFORCE INFORMATION</b></p> <p style="text-align: center;"><b>(LOS ANGELES RESIDENCE INFORMATION)</b></p>
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All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

**INSTRUCTIONS**

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

## CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

### I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

### II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

## **SECTION D**

### **NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

All construction contracts and non-construction contracts of \$25,000 or more with the City of Los Angeles shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. Effective July 1, 2016 the Non-Discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for contractors to complete affidavits on RAMPLA. By affixing its signature to a contract, the contractor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a contractor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions.

Bidders/respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/Uploads/eo/NDEEOAAP%20Admin%20Code.pdf>

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

### **INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

# CITY OF LOS ANGELES

## **NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

### **I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

### **II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$1,000 or more, and every construction contract for which the consideration is \$1,000 or more, shall contain the following provisions, which shall be designated as the **EQUAL EMPLOYMENT PRACTICES** provision of such contract:

- A.** During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section [371](#) of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for proposals/bids/submission of qualification packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual proposal/bid/submission of qualification is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded



for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## **Equal Employment Practices Provisions Certification –**

**The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

---

COMPANY NAME

---

AUTHORIZED SIGNATURE

---

ADDRESS

---

NAME AND TITLE (TYPE OR PRINT)

---

CITY, COUNTY, STATE, ZIP

---

TELEPHONE/E-MAIL

<p style="text-align: center;"><b>SECTION E</b></p> <p style="text-align: center;"><b>CHILD CARE POLICIES</b></p>
---

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration **(must be signed in two [2] places)** may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

## **CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
  - A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –  
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

**B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**

Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

**C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.

**D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

**E. PAID PARENTAL LEAVE**

Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

**F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

**G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**

Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

**H. CHILD CARE REFERRAL SERVICES**

A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

**I. PARENTING SEMINARS**

Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

**J. COUNSELING OF A SELF-SUPPORTING CENTER**

Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

**K. START-UP OF A SELF-SUPPORTING CENTER**

Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS

Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of “core” working hours during which an employee must be present at the work site.

N. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING

Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE

Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals/Bids/Submissions of Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals/bids/submissions of qualifications for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the proposal/bid/submission of qualification will result in the proposal/bid/submission of qualification being deemed unresponsive and being rejected.**

# CITY OF LOS ANGELES

## VENDOR CHILD CARE POLICY PROGRAM

### CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the “Child Care Policy of the City of Los Angeles, XI. Vendors” as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A “stated child care policy” may include services and/or benefits for employees and their families, including infants through school- age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

	YES	NO
<b>Part One</b>		
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	<input type="checkbox"/>	<input type="checkbox"/>
If YES, please attach a copy		
<b>Part Two</b>		
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?	<input type="checkbox"/>	<input type="checkbox"/>
If YES, please check which from(s) of assistance		
Level I Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a “consortium center”	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____		

**I HAVE READ AND COMPLETED:**

(Signed)	(Date)
----------	--------

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator’s Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space	
Date Filed:	Expiration Date:

**SECTION F**  
**OUT-OF-STATE BIDDERS**



## **OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number: ☐ \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION G**  
**INFORMATION RELEASE FORM**

## DEPARTMENT OF RECREATION AND PARKS

### INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Firm's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street, City, State, Zip

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name: INTEGRATED PEST MANAGEMENT PROGRAM UPDATE

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

---

### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

---

### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

---

### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work): Yes

Min. Limit: \$1000000

Automobile Liability Other:

---

### Professional Liability (Errors and Omissions): No

---

### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

---

### Pollution Liability: No

---

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

---

**Crime Insurance: No**

---

**Cyber Liability: No**

---

**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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# INTEGRATED PEST MANAGEMENT PROGRAM

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS



PARK PROUD LA

# **City of Los Angeles**

## **Mayor**

Eric Garcetti

## **Department of Recreation and Parks**

### **Board of Commissioners**

Sylvia Patsaouras, President

Lynn Alvarez, Vice President

Tafarai Bayne, Member

Nicole Chase, Member

Joseph Halper, Member

### **General Manager**

Michael A. Shull

### **Executive Officer & Chief of Staff**

Anthony-Paul (AP) Diaz, Esq.

### **Assistant General Manager**

Cathie Santo Domingo

### **Superintendent**

Javier Solis

## ACKNOWLEDGEMENTS

Special thanks to Jorge Ochoa for writing a section of the IPM program and appreciation to Jose J. Ruiz for his many hours of dedication in developing this document. Also, thank you to Nestor Farao, Steve Dunlap, Fernando Chacon, and Jesus Montañez for their contributions and assistance.



# Department of Recreation and Parks

## Integrated Pest Management Program

### Introduction

The greatest recreational and environmental resource the City of Los Angeles has to offer its diverse and often-expanding population and vast number of visitors throughout each year, is the viable park system (including several well-maintained golf courses) operated by the Department of Recreation and Parks. To maintain these facilities in optimal and aesthetically pleasing conditions, any weeds, disease, insect, or vertebrate pests that may challenge the preferred quality and health of our urban forests, lakes, playgrounds, and indoor/outdoor recreational facilities, are normally confronted in a timely manner. Also, any pests such as bees or wasps that may threaten the health or safety of patrons or employees, are dealt with expeditiously.

The various pests that Forestry and Golf Division pesticide applicators may need to control on a daily basis are done so under the guidelines of the Department's Forestry and Golf Integrated Pest Management (IPM) programs. The Forestry's pest management program also includes the (voluntary) notification of parents and the posting of any future pesticide applications at the many recreation centers to comply with the state's Healthy School Act. In addition, this program strongly encourages the commitment to utilize the "safest" and least toxic products available as the preferred method of control for any harmful and unwanted pests.

The following IPM program will include the pests most prevalent in the Department's parks, lakes, wildlife areas, and to a certain extent, golf courses. For more specific information regarding the care and maintenance of turf and control of pests on the golf courses, refer to the Golf Division's IPM program available through Golf Maintenance Headquarters at Recreation and Park's Central Service Yard.

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- *Disease Conditions and Symptoms*
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- *Chemical Control*

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- *Disease Conditions and Symptoms*
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- *Chemical Control*

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- *Description and Infestation Symptoms*
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- *Insecticidal Control*

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(Aphids, Whitefly/Giant Whitefly, Mealybug, Psyllids/Lerp Psyllids)

- *Description and Infestation Symptoms*
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- *Insecticidal Control*

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## **IPM INFORMATION**

### **I. IPM STATEMENT**

The City of Los Angeles Department of Recreation and Parks believes in a sustainable approach to managing pests (weeds, diseases, insects, vertebrates) called Integrated Pest Management (IPM). This is a system in which pests are identified, action thresholds are considered, all possible control options are evaluated, and selected controls are implemented. Control options which include biological, cultural, manual/mechanical, and chemical means, are used to prevent or remedy unacceptable pest activity or damage. Selection of control options is based on effectiveness, environmental impact, site characteristics, worker/public health and safety, and economics. The goal of our IPM system is to manage pests and the environment to balance the benefits of control, costs, public health, and environmental safety.

### **II. IPM DEFINITION**

Integrated Pest Management (IPM) is a strategy that focuses on long-term prevention or suppression of pest problems with minimum impact on human health, the environment, and non-target organisms. Preferred pest management techniques include encouraging naturally occurring biological control, using alternate plant species or varieties that resist pests, adoption of cultivating, pruning, fertilizing, or irrigation practices that reduce pest problems, changing the habit to make it less conducive to pest development, and selecting pesticides with a lower toxicity to humans or non-target organisms. Pesticides are used as a last resort when careful monitoring indicates they are needed and when treatments are necessary, with the least toxic and most target-specific pesticides being applied.

### **III. IPM OBJECTIVES**

- Minimize potential hazards to human health and the environment.
- Maintain health of landscape elements, such as trees, shrubs, flowerbeds, and natural areas.
- Utilize effective monitoring to ensure selective control of pest populations.
- Minimize pesticide use through targeted application while optimizing pesticide efficiency.
- Control operating costs.

### **IV. IPM STRUCTURE**

The structure of the Integrated Pest Management Plan is based on the selective targeting of plant pathogens, weeds, invertebrate, and vertebrate pests that threaten the health and aesthetic value of the flora of the parks and that may also affect the health and safety of patrons and employees. In addition, the IPM Plan includes provisions to preserve the water quality of the Department's lakes and ponds. The strategy of the IPM Plan is as follows:

- Define areas requiring management and the relative maintenance intensity associated with each area.

- Maintain vigorous health of turf, shrubs, and trees through maintenance practices to optimize pest tolerance.
- Maintain the structural integrity and sanitation of all buildings to promote the exclusion of pests.
- Identify pests likely to be encountered.
- Establish damage and/or infestation threshold levels for each pest which, when exceeded, may lead to corrective action.
- Observe and monitor for the presence of pests.
- Implement sequential corrective action when threshold levels have been exceeded.
  - Adjust cultural practices.
  - Utilize biological and mechanical controls when appropriate.
  - Determine if pesticide intervention is necessary or appropriate.
  - Select pesticides, if necessary, based on minimal toxicity and optimal efficiency.
  - Apply appropriate amounts of pesticides selectively, if necessary.
  - Document all observation and monitoring information, treatments, and treatment results.

## V. AREA DEFINITION

The Department of Recreation and Parks maintains approximately 17,500 acres of parkland and 551 facilities. This includes any heritage buildings and other facilities that may be leased to outside vendors or agencies. The Department is also responsible for undeveloped areas including wildlife refuges, nature centers, and several bodies of water throughout the city, including some in our golf courses.

The following is a brief description of the facilities and methods of control the Department is currently working with, and to be included in the Citywide Integrated Pest Management.

### A. Facilities

In order to maintain a relatively pest-free environment at our facilities, full cooperation from the recreation and maintenance personnel is essential due to the fact that structurally sound buildings will help avoid the infestation of some pests. Also, good sanitary conditions are essential to maintain a pest-free environment. A regular inspection of facilities must be done to monitor and detect any structural damages or pest infestations.

Our recreation centers are regularly visited by people of all ages, including children, therefore pest control has been performed according to the California Healthy School Act. Along with the recreation centers, there are different facilities and functions that require a specific approach to manage the pest control operations. The following are suggested procedures for the type of facilities in the Department:

**1. Gymnasiums**

Regularly, any park patron should be encouraged to clean after themselves so food and drink leftovers and spillages will not attract insects or rodents inside the building. In case of the need for rodent and insect control, the use of glue traps and sprays is done in a very calculated way. In addition, access doors and windows should be kept closed to avoid any pests that may come inside and possibly nest and breed.

**2. Kitchens**

Proper cleaning done on a daily basis is the key to keep a pest-free environment. Having any type of food around the facility will promote the harboring of insect or rodent pests. All kitchen storage areas, pantries, and cabinets must be cleaned and maintained regularly to keep pests away.

**3. Child Care Centers**

Because of children being present at these facilities, extra care has to be taken when addressing their welfare. Food preparation and cleanups have to be done on a daily basis to help prevent any organisms from contaminating the facility. In case of any rodent or insect infestations, very careful procedures have been taken to resolve the problems, keeping in mind the California Healthy Schools Act.

**4. Class/Craft Rooms**

These setups are regularly maintained, but since there is not any food preparation/consumption, the sanitary procedures will vary from those used on kitchens and child care centers.

**5. Golf Clubhouses**

Independently run (on the interior) by concessionaires and maintained by city staff on the exterior, the same procedures are followed as described in previous paragraphs to control any possible pest infestation. Inspections are done regularly, with an emphasis on an effective cleaning schedule as a measure to help prevent any type of pest infestation.

**6. Heritage Buildings**

Buildings having any distinctive marks, traits, or features which give them a quality, style, or uniqueness representative of part traditions, or which identify them with the fabric and culture of a community. Protective measures apply to the features, which have been described as of having heritage character. These features may include the entire building and its immediate surroundings or very specific parts of the building. When it is required, pest control is performed with all the necessary precautions taken to avoid contact with materials that might damage finishes or parts of the buildings.

## 7. Facility Construction and Refurbishment

Any contractor who is obligated under contract with the Department for the construction or refurbishment of a park facility that involves the intended use of herbicides or other pesticides, must first notify the pest management supervisor of the Forestry Division. **Prior to any approved pesticide applications at any recreation or child care center, the contractor is also required to notify the recreation director-in-charge at least 72 hours in advance of the dates/s of application.** This is to conform to the State of California's Healthy Schools Act.

### B. Outdoor Pest Control

Pest control involves more than simply identifying a pest and using a control tactic. The outdoor treatment site usually contains other living organisms (plant and animals) and non-living surroundings (air, water, structures, objects, and surfaces). All of these could be affected by pest control measures. And unless you consider the possible effects on the entire system with which the pest exists, your pest control effort could cause harm or lead to continued or new pest problems. Besides relying on good judgement when pesticides are part of the strategy, the pesticide labeling recommendations are always carefully followed. Some treatment sites may be disrupted to some degree by pest control strategies. Also, the actions of every type of organism or component sharing the site may affect the actions and well-being of many others. When the balance is disrupted, certain organisms may be destroyed or reduced in number; and others (sometimes the pests) may dominate. The classification of outdoor facilities can be described as follows:

#### 1. Developed Areas

Refers to the outdoor park facilities including playgrounds, picnic areas, dog parks, etc. For the most part, unwanted vegetation and sometimes vertebrate pest control are common problems the Department has to address. One of the most important factors here is the timing of applications if pesticides are involved or strategies of natural or biological controls are to be utilized.

#### 2. Undeveloped Areas

Includes vacant lots, maintenance access roads, and partially developed and naturally growing, non-landscaped hillside areas. Treatment is performed as needed. **The use of the Burrow Rx, carbon monoxide control system, may be used to control gophers, ground squirrels, moles, chipmunks, prairie dogs, voles, and other burrowing rodents in addition to Macabee brand mechanical traps** should the populations rise too high.

#### 3. Sports Fields and Golf Courses

Because lawns are such an important element in the urban landscape, an optimum amount of resources are put into maintaining them. And since the

expectations for lawns on our sports fields and (especially) golf courses, are that they should be as “weed free” as possible, various herbicides may be applied as needed for effective control. However, weed control is only one aspect in a range of design, construction, and maintenance practices for quality turf grass management.

IPM is a great step forward in the responsible use of chemicals. The Department’s pest control unit, coordinating with golf and maintenance divisions, will focus on pest management and general maintenance of turf health and durability as well. For more specific information regarding the care of turf grass on Department golf courses, please refer to the Golf Division’s IPM plan.

# PEST MONITORING AND CONTROL

## Chapter 1: Algae and Aquatic Plants

Algae and aquatic vascular plants are a necessary part of the aquatic ecosystem. These chlorophylls bearing single cell and multicellular organisms provide oxygen necessary for aquatic life to survive. Both submersed and immersed vascular plants also provide necessary escape and attractor habitat for juvenile fish, sheltering them from various predators while they mature and become predators in their own sense.



**FILAMENTOUS ALGAE**

Emergent vascular plants provide shelter and nesting areas for numerous birds and animals. They also provide a food source for many birds and animals.

The criteria for whether a plant is a weed or not must be based on the beneficial use of the area in which it is growing.

- A. Aesthetic
- B. Fishing
- C. Boating
- D. Habitat

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### 1. Growth Conditions and Symptoms

All plants require food. For the algae community, ammonia nitrogen, nitrate, and phosphorous are the basic nutrients of concern. Planktonic algae (free floating) derive their nutrients directly from water. Rooted vascular plants are nutrients pumps, getting their food from the soil.



**PLANKTONIC ALGAE**

Nutrient levels, ammonia nitrogen, nitrate, and phosphorus should be monitored routinely. This will tell you how conducive the lake is for plant growth. Algal analysis should be done to determine what species of algae are present and which species dominate the plankton community.

Routine surveys of the vascular plants with identify plants by name and type:

- A. Floating
- B. Submersed
- C. Immersed

Turbidity measurement will help in determining algal concentration. Secchi disk measurements will determine the depth of light penetration in to the water. By comparison of secchi measurements to the submersed lake topography (i.e. lake bottom), an accurate estimation can be made as to where rooted plants can be expected to grow.

## 2. Cultural Control

Cultural control in the lakes is a way to identify and control or eliminate sources of nutrient introduction into the lake. The control guidelines for the Department's lakes are as follows:

- A. Direct sources around the lake
  - i. Street drainage
- B. Use nutrient limited water only, as a source to fill the lake
- C. Where flows cannot be diverted from off-site
  - i. Use plants to trap nutrients prior to entry into lake
  - ii. Create a perimeter drain to channel nutrients away from the lake
- D. Control on-site nutrient loading of the lake
  - i. Keep lawn fertilizer out of the lake
  - ii. Control excessive numbers of ducks and geese
- E. Introduce herbivorous fish into lake to control aquatic plant growth

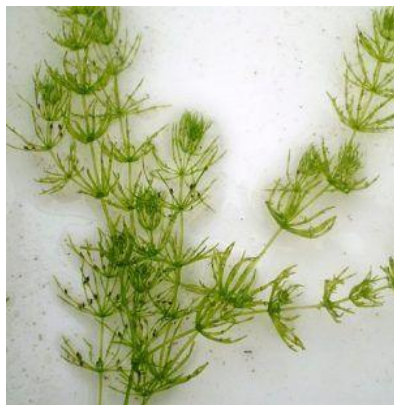


**BULRUSH**

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## 3. Mechanical Control

Plant material can be removed by mechanical methods:



**NITELLA**

- A. Simple raking out of material easily reached from the shore
- B. Using net, rope, or chain to extend the reach from shore
- C. Mechanical removal with powered equipment

Depending on the area, type of plant material, season of the year, and birds and animals using or nesting in the area, permits from U.S. Fish and Wildlife Service and/or California Department of Fish and Game may be necessary and must be obtained in advance of any project. Recreation and Parks Environmental Section will help obtain the necessary permits.

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## 4. Chemical Control

If cultural or mechanical control of nuisance plants is not feasible, then the use of an approved aquatic herbicide must be considered. However, before any aquatic pesticides for algae, aquatic weeds, or insects can be applied to its lakes, and to be in compliance with the Federal Clean Water Act (CWA), the Department must have an approved General National Pollutant Discharge Elimination System (NPDES) permit and a Notice of Intent (NOI) approved by a state Regional Water Quality Control Board (RWQCB).



**SAGO PONDWEED**



The NPDES permit is part of the required water monitoring plan for the Department's designated lakes that could ultimately empty into waters of the United States (the ocean). Current laws and regulations that require the use of the permit, however, may be subject to future change.



**CATTAIL**

Generally, the direct use of herbicides does not cause fish mortality. It is the oxygen in the water consumed by bacteria decomposing the previously treated plant material that kills the fish.

Pesticide labels specifically state what portion of the water body can be treated at one time. Is at all possible, even smaller areas should be treated, for example,  $\frac{1}{4}$  of

surface area instead of recommended  $\frac{1}{3}$  to  $\frac{1}{2}$  of the area.

Where possible, treatments should start at the shoreline and work outwards toward deeper water, that way fish and wildlife are not trapped or surrounded by chemically treated plants or water.

The selection of the appropriate herbicide will be determined by existing cultural conditions, previous monitoring data, and by the desired end result.



**WATER PRIMROSE**

Unlike terrestrial agricultural chemical products which can be selected for specificity, aquatic herbicides target three basic groups of plants. These groups are algae, submersed plants, and immersed plants, and either kills everything or acts as a chemical lawn mower, killing vegetative growth but allowing the plant to regrow.



**SOUTHERN NAIAD**

- A. "Reward" or diquat dibromide is used to control submersed vascular plants
- B. Roundup Custom is applied to emergent vegetation
- C. Cutrine Ultra A is a copper based algaecide used to control both planktonic and filamentous algae. These products are applied as a liquid or dry product depending upon the target species and area to be treated.
- D. Use of Sonar, a slow acting herbicide, is practical when dead treated vegetation cannot be removed from the treated areas.
- E. Dyes

Chemical colorants (such as Aquashade) can be added to lake water to decrease the amount of light penetrating into the water. This will effectively limit the areas in which plants can grow. The use of dyes is prohibited when water can exit the lake. Dyes are ineffective on plants growing within

the first three feet of the water column. Concentration of the lake dyes must be maintained for prolonged periods to be effective and care must be taken to avoid staining rocks, concrete edges, and aquatic birds.

## Chapter 2: Invertebrate Pests in Local Aquatic Environs

### 1. Water Midges

#### Description and Infestation Symptoms

Water midge adults (family *Chironomidae*) are commonly called chironomids and are very similar to mosquitoes in size and general appearance, but lack the biting mouthparts and have hairy or naked rather than scaled bodies and wings. The larvae are worm-like and usually white, but some (called “bloodworms”) are bright red due to hemoglobin in their blood, a rare condition in insects. Larvae occur in all aquatic and semi-aquatic habitats, and to a lesser extent in brackish and salt water. They are important to the breakdown of organic material and the recycling of nutrients, and as food for fish and birds.



MIDGE LARVA



MIDGE

Water midges are found in all zoogeographical regions including Antarctica. There are over 5,000 species distributed worldwide. These insects are non-biting and are not known to transmit any disease. In large numbers the adult insects become a nuisance to recreational activity.

#### Biological Control

Monitoring of the larval population in the benthic mud of the lakes is essential to controlling midge adult population. Regular larval surveys will track increasing population numbers and allow management to judge when pesticide control measures should be applied. Also, stocking of the water bodies with insectivorous fish will help control water midges.

### 2. Black Flies

#### Description and Infestation Symptoms

Black fly, family *Simuliidae*, also known as Buffalo gnats or Turkey gnats (19 species in California) are small compact-built flies, usually dark, with a rounded back and short broad wings. The females of most species are bloodsucking and certain species attack humans readily. Feeding during daylight and into early evening, many species will fly considerable distance from breeding areas. The larvae are found only in fast moving water on rocks, attached by a posterior sucker with their heads downstream. Larvae pupate in place, spinning a cocoon attached to the surface upon which it rests. Black fly bites are severe, and when in large numbers can cause serious losses to livestock, mammals, and birds. In the tropics they carry diseases harmful to humans and blood diseases in birds.



BLACK FLY

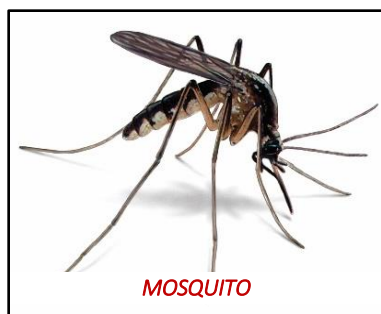
### **Biological Control**

Monitoring of the larval population in the benthic or bottom mud of the lakes is essential to controlling black fly population. Regular larval surveys will track increasing population numbers and allow management to judge when pesticide control measures should be applied. Also, stocking of the water bodies with insectivorous fish will help control black flies. Yearly spraying by Los Angeles County Agriculture controls the gnats.

### **3. Mosquitoes**

#### **Description and Infestation Symptoms**

Mosquitoes (family *Simuliidae*) consist of many genera and species in California. All mosquitoes require water to breed, but only in calm, slow moving water, lakes, pools, and algal mats. They are most active from dusk to dawn or in shaded areas during daylight. Female mosquitos bite birds, mammals, and humans to obtain a blood meal, necessary to lay eggs. Also, several species of mosquitoes are known to transmit diseases harmful to humans, with the West Nile Virus being the most current threat to importance.



#### **Cultural Control**

To help control mosquitoes, eliminate, or fill in any depression holding water around the main body of lake or pool to remove potential breeding areas; remove all trash from park, even a can holding water can be a breeding area; and repair leaking or low sprinklers and valve boxes promptly, where sprinkler drainage is caused by grade changes, install check valves.

#### **Biological Control**

Stock mosquito fish, bluegill, and bullhead catfish. These fish are insectivorous and will naturally feed on both the larvae and adult forms of mosquito. Where possible, encourage swifts, swallows, gnat catchers (birds) to prey on the mosquito adults. When possible fluctuate or lower water levels to expose insect larvae to predatory fish.

#### **Chemical Control**

Treatment of infestations is best done by using BT (*Bacillus thuringiensis* var. *israelensis*). This interrupts the insect's life cycle during the juvenile parts of its life. Apply light oil (Golden Bear 40) to kill mosquito larvae. This coats the water surface and prevents mosquito larvae from breeding. Apply insect growth regulators (Altosid, Dimilin) to prevent the formation of chitin in the developing larvae. These I.G.R.s also effect non-target species and should be used only when crayfish are not present. Spray insecticides to kill adult mosquitoes. This is difficult in a park setting due to the high usage by the public and would necessitate closing large areas to the park patrons. In California, mosquito control is done by Mosquito Abatement or Vector Control Districts. These are special agencies funded by a portion of



**MOSQUITO EGGS**

state taxes and county property taxes and have a primary responsibility for mosquito control.

#### 4. Aquatic Snails

##### Description and Infestation Symptoms

Aquatic snails can be a host for a liver fluke. This parasite moves from snail to bird. The phase in the fluke's life cycle that is of concern to humans is the free-swimming larvae called a cercariae.



*AQUATIC SNAIL*

This organism will sense a warm-blooded animal (human) in the water and attempt to bite it, thinking that this is its host. This bite is called "swimmers itch", a rash similar to mosquito bites covering that portion of the human body immersed in the water.

##### Chemical Control

Control of "swimmers itch" is accomplished by applying copper carbonate or copper sulfate to cover the lake or pond bottom, killing the snails and cercariae.

#### 5. Asiatic Clam and Zebra Mussel

##### Description and Infestation Symptoms

There are filter-feeding bivalves that are not native to California. When abundant, they can impede the flow of water in distribution systems (Zebra Mussel) or displace large volumes of water with their biomass (Asiatic Clam).

##### Chemical Control

Control of Asiatic Clam and Zebra Mussel is accomplished by applying copper carbonate or copper sulfate to cover the lake or pond bottom.



*ASIATIC CLAM*

#### 6. Crayfish

##### Description and Infestation Symptoms

These aquatic arthropods have a habit of burrowing in stream or lake banks and can, when burrowing up into high value turf, cause damage to the turf similar to gopher mounds.

##### Cultural Control

Crayfish can be removed by trapping or fishing them out, however a fishing license is required.



*CRAYFISH*



## Chapter 3: Vertebrate Pests in Local Aquatic Environs

### 1. Coots, Ducks, Geese

#### Description and Infestation Symptoms

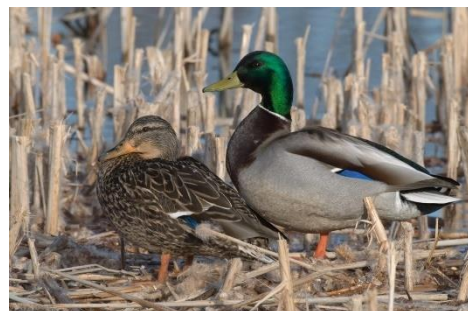
Coots, which are considered migratory or wild birds, and ducks and geese being domestic or hybrid birds (and also migratory), are a potential health and environmental problem when large numbers of them inhabit the Department's lakes. Their numerous deposits of fecal matter in the water contain coliform (colon) bacteria, which can cause illnesses resulting in symptoms such as diarrhea. Also, the fecal deposits contain nitrogen that can result in excessive growth of algae and aquatic weeds. Such excessive growth in the lakes usually results in more algacide and herbicide applications for their control.



**COOT**

State and Federal laws as well as international treaties protect wild birds such as coots. These birds may not be harassed or taken under any circumstances except with a valid hunting license issued by the state or with a predation permit issued by the United States Fish and Wildlife Service.

Domestic or hybrid birds, such as ducks and geese are not protected and may be removed from the affected site by trapping and can be relocated to the local animal control shelter with a city-issued trapping permit. Also, just because migratory or wild birds have made a lake, pond, or stream its home for several seasons, does not make them domesticated.



**MALLARD DUCKS**



**ROMAN GEESSE**

Domestic or hybrid ducks and geese are those birds commonly found on farms or commercially raised for human consumption and all hybrids resulting from interbreeding between domestic and wild stocks. The burden of proof rests with the person doing the control. Wild birds are protected by state, federal laws, and international treaties.

#### Nest Removal and Exclusion

Discourage nesting by domestic or hybrid birds by controlling suitable nesting sites and remove eggs from nests of domestic birds.

### **Biological Control**

Biological control of ducks and geese is not usually prevalent in a park setting. However, the natural predator of these animals found locally is the Red-Tailed Hawk.

### **Avicidal/Chemical Control**

Chemical repellants are a temporary measure and discourage entry into treated areas. Repellants have limited effectiveness due to their degradation, primarily from frequent watering. Target-specific anesthetic laced baits can be used to immobilize specific types of birds prior to removal and euthanasia. This must be done with an agricultural permit only.

## Chapter 4: Fungal Diseases

Plant diseases are responsible for the loss of millions of dollars in agriculture and landscape plant products each year. Since the beginning of agriculture, people have been plagued with countless plant pathogenic problems. As a result, people have been looking for different ways to combat and solve the different plant disease problems they are encountering. In the past, people were unaware and did not realize that by trying to break the development of plant diseases, they are trying to break the plant and pathogen relationship that started billions of years in the past. As a result, people have discovered the emergence of newer and more aggressive pathogens, which became more problematic due to their resistance to the available control. Many biotic or living organisms such as viruses, bacteria, nematode, parasitic plants, and fungi cause plant diseases. From all the different plant pathogens, fungal organisms are responsible for more than 80% of all plant diseases worldwide. Disease development is a complex process that requires the presence of many important factors. The factors necessary for disease development include the environment, the presence (and the particular stage) of the pathogen, and a susceptible host. If one of the factors is lacking, disease development will not occur or it will be stopped. The three factors have been placed together in what is termed as the disease triangle. Once the three factors are present, people can only manipulate or have control over the host through the usage of resistant varieties in order to prevent the development of diseases.

### Environment

The environment is the first and most important factor that determines that severity of the diseases. Unfavorable environmental factors include excessive watering, drought, wind, temperature, and light. This type of unfavorable environment imposes excessive stress, making the plant a suitable host for many pathogenic organisms. In many situations, if the stress imposed upon a plant is not remediated, many opportunistic or organisms that normally would not cause any problems will take advantage of the weakened stage of the host plant and become pathogenic. Such was the case in Griffith Park where Dr. Jerrold K. Turney, from the Department of Agricultural Commissioner County of Los Angeles, isolated the fungus *Dothiorella* from the cankers of native toyon and sugar bush. *Dothiorella* is the imperfect stage of *Botryosphaeria dothidea* is a non-specialized pathogen known to cause cankers and dieback in wounded plants or in those stressed by drought, freezing, or defoliation. The canker will stop expanding when the plants receive sufficient rainfall to alleviate the drought stress. The extremely low rainfall that occurred during the winter of 2001-2002 left the plants in non-irrigated landscape severely drought stressed. If the environment is favorable to the pathogen, the pathogen will grow, reproduce, and cause detrimental damage to the host. On the other hand, if the environment is favorable to the plant, the stress level will be minimal, allowing the plant's immune system and defense to fight off the aggressive pathogen.

### Pathogen

The presence of the pathogen is the second factor in disease development. The pathogens may be endemic to a particular location or may have been introduced. The pathogenic organism can



be classified into two categories; obligate parasite and nonobligatory parasites. Obligate parasite refers to pathogens which require a living host to complete its life cycle. Obligate parasites will not kill their host, but the stress placed on the plant by the pathogen will allow the opportunity for other organism to invade and cause detrimental effects on plants. In addition, obligate parasite is host specific which can only be pathogenic to a particular plant or group of plants. On the other hand, non-obligate parasites do not require a living host. They will attack a wide range of plants and, with the aid of toxins or enzymes, they will be responsible for the direct death of the host plant. People have been responsible for the spread of many plant pathogens throughout the world. Plant diseases may be introduced via nursery stocks, smuggling of fruits, vegetables, seeds, and through contaminated equipment. In addition to people, water, wind, animals, and other environmental factors can spread diseases to different areas. Once the pathogen is introduced into a particular area, it is impossible to remove or eradicate the organism.

### **Susceptible Host**

The host is the third factor that determines disease development. In order for disease development to occur, the host must have a susceptibility to the pathogen. All plants have a built-in immune system that resists, defend, and fight off attacks by a known pathogen. Such resistance includes tree cuticle layer, bark, tannins, resins, phytoalexins or plantibodies, toxins, and other phenolic compounds. Serious problems occur when a new pathogen is introduced into a new area. The resident or native vegetation is unable to recognize the new pathogen and a serious epidemic may result. Such is a case with the introduction of *Phytophthora ramorum*, the causing organism of the sudden death disease of oak trees in California. The pathogen was introduced from Asia and it has devastated the native oak population of this state. With the devastation of the native oak population, serious ecological consequences can impact the state.

The following diseases are three of the more serious ones that must be treated when control is necessary:

#### **1. Black Spot**

##### **Disease Conditions and Symptoms**

Black spot is one of the most important diseases to affect roses. The disease is found wherever roses are grown. The causal agent of the disease is a saprophytic fungus. The disease is characterized by the appearance of circular black spots or blotches, usually on the top surface of the leaf. The spots or blotches have a distinctly halo or yellowish coloration on the margins. As the disease progresses, the fungus will cause deformation of many parts of the plant or it will cause the entire leaf to turn yellow and drop. In severe infestations, the plant will be completely defoliated. The loss of



**BLACK SPOT**

foliage will prevent plants from producing energy necessary for normal growth and development. When the environment is favorable, the fungus produces many reproductive spores that are carried by wind and water that splashes from the ground onto the plant. In order for the fungus to germinate, a high amount of humidity is necessary. The germination of the spore is followed by the growth and development of the mycelia or fungal body. As the mycelium grows, it secretes toxins that kill the cells of the host. The mycelium absorbs the nutrients from the collapsed cells. Several infections occur throughout the growing period when the environment is favorable. During harsh climates, the pathogen will stop growing, becoming dormant and over-wintering on fallen leaves. The pathogen will remain dormant until environmental factors allow it to begin growth and infection of new plants.

### **Cultural Control**

To prevent the germination of new spores, overhead watering and wetting of the foliage should be avoided. Water plants during the early hours of the day to allow foliage to dry out. Pruning and disposing of severely infected branches and raking of leaves is helpful in preventing new infections from occurring. When available, the usage of resistant varieties is recommended for diseases control. Select pink and red rose varieties which are more resistant to black spot over yellow or gold.

### **Chemical Control**

Chemical control is best achieved during the early stages of disease development. For best control, the fungicide should be applied before or right when the first symptoms of the disease are noticed. The usage of fungicides such as BANNER WAX and DACONIL has proven effective for the control of black spot on roses.

## **2. Powdery Mildews**

### **Disease Conditions and Symptoms**

Powdery mildews affect an extensive array of plants particularly roses, crape myrtle, and oaks. The disease is caused by a group of fungal pathogens that can only infect a specific genus of



**POWDERY MILDEW**

plants. The pathogen is an obligate parasite which requires a living host for the development of the disease. The disease is characterized by the appearance of a white to gray powdery mildew layer on the leaves, branches, and fruits of plants. The fungal body or mycelia growing on top of the plant, which then creates millions of reproductive spores, produce the powdery mildew layer. The spores are carried by the wind to different parts of the same plant or to other plants producing a new infection.

Once the spore lands on a susceptible host, the spore will germinate and produce the mycelia or fungal body. The mycelia or fungal grows externally and uses a special feeding organ to take nutrients from the cells of the host. As a result from the robbing of nutrients by the fungus, the rate of growth by the plant will be diminishing.

In severe cases, the plant will be unable to produce flowers or fruits and the growing tips will show deformity symptoms. Powdery mildews are known to infect plants in dry climates, which normally will restrict other fungal pathogens. During harsh climates, the pathogen will stop growing, becoming dormant and over-wintering on infected plants. The pathogen will remain dormant until environmental factors allow it to begin growth and infection of new plants.

#### **Cultural Control**

Many cultural practices can be utilized to control the powdery mildews. Susceptible plants should be planted in full sun and have good air circulation which will aid in reducing the severity of the disease. Avoid the usage of high nitrogen fertilizers, particularly in dry weather, which stimulates rapid fleshy growth and is more susceptible to the disease. Overhead watering and wetting the plants will wash off and prevent many spores from germinating. When available, the usage of powdery mildew resistant varieties is recommended for disease control.

#### **Chemical Control**

Chemical control is best achieved during the early stages of disease development. For best control, the fungicide should be applied before or right when the first symptoms of the disease are noticed. The usage of fungicides such as BAYLETON 25 and RUBIGAN A.S. has proven effective for the control of powdery mildews.

### **3. Rusts**

#### **Disease Conditions and Symptoms**

Rusts affect an extensive array of plants, particularly roses and lawns. The disease is caused by a very specialized fungus which attacks a specific genus of plants. Rust fungi are obligate parasites that require a living host. The appearance of discolored spots, particularly on the stem and leaves of the host plants, characterize the disease. As the disease progresses, the spots rupture, exposing numerous rusty or orange-colored spores. The spores are carried by the wind or splashes of water to other parts of the same plant or to a new host plant. In order for the spores to germinate, rust fungus requires high amounts of humidity. Upon germination, the fungus begins to produce the mycelia or fungal body. The mycelia will penetrate and grow inside the host, robbing and absorbing nutrients from the cells. The stress imposed upon the plant by the pathogen reduces or prevents the growth and production of flowers. During harsh climates, the pathogen will stop growing, becoming dormant or over-wintering inside infected plants. The pathogen will remain dormant until environmental factors allow it to begin growth and infection of new plants.



**ROSE RUST**

#### **Cultural Control**

To prevent the germination of new spores, overhead watering and wetting the foliage should be avoided. Water plants during the early hours of the day to allow foliage to dry out completely.

Pruning and disposing of severely infected branches and raking leaves is helpful in preventing new infections from occurring. In lawns, the usage of a high nitrogen fertilizer has been proven to be very beneficial and effective in controlling rust diseases. When available, the usage of rust resistant varieties of what is recommended for disease control.

#### **Chemical Control**

Chemical control is best achieved during the early stages of disease development. For best control, the fungicide should be applied before or right when the first symptoms of the disease are noticed. The usage of fungicides such as BANNER MAXX has proven effective for the control rusts.

## Chapter 5: Invertebrate Pests of Importance (Insects, Arachnids)

There are many insects and some arachnid pests that must be dealt with in the Department on a daily basis. There are pests that infest damage shrubs and trees, some invade and inhabit



**ARGENTINE ANT**

buildings, and there are pests that are a direct threat to the safety and health of patrons and employees. Due to the numerous types and species of insect and (to a lesser extent) arachnid pests, the ones that most directly affect our parks and recreation centers will be listed according to the order in which they are classified. As always, any pest control performed in the parks will be within the guidelines of the Forestry Division's IPM

Program. Also, where applicable, all work performed at any of the many Department's recreation centers will fall under the state's Healthy Schools Act (Assembly Bill 2260). A description of important insect and arachnid orders, symptoms of infestation, and corresponding control measures are as follows:

### 1. Insect Order of Hymenoptera (Ants, Bees, Wasps/Yellow Jackets)

#### Description and Infestation Symptoms

This order is names for the membranous (hymen) or transparent wings (ptera) of the adult; they have two pairs, excepting some that wingless. The mouthparts vary from chewing to chewing-lapping types. Also, the insects in this order go through a complete metamorphosis (change of form) as they mature into adults. In addition, the order of Hymenoptera includes social insects, such as ants, honey and bumble bees, yellow jackets, and hornets.

When the control of ants is necessary, it is usually when they invade the recreation centers and



**BUMBLEBEE**



**PAPER WASP**

other buildings or offices; they are normally looking for shelter, food, or water. When controlled in the landscape, it is usually because of numerous colonies where the number of ants may be overwhelming and a serious nuisance to those affected, while also monitoring outside landscape plants that may be a host for aphids, mealy bugs and scale insects, as these pests have a symbiotic relationship with ants and may help bring large colonies from the food they produce. When the control of honeybees, yellow jackets, or wasps is



necessary, it is when they are a direct or serious threat to people or (occasionally) horses. Since honeybees and yellow jackets can reproduce in such large numbers and may become very defensive/aggressive when protecting their hives or nests, whenever such a hive or nest is discovered, it must be destroyed.

### **Sanitation and Exclusion**

To help discourage ants from invading buildings and outside recreation areas, it is vital to keep trash cans covered (where applicable) and emptied on a regular basis. Also, keep kitchen and other areas free of foodstuffs and seal any shelved food products in glass or plastic containers. In addition, seal any cracks or crevices inside or outside of buildings that would allow access to invading ants.



**HARVESTER ANT**



**HONEY BEE NEST**

To help prevent honeybees from establishing hives in buildings, block walls and other structures, it is very important to plug or seal any holes that would allow access for the bees. To help discourage yellow jackets from coming into outdoor areas where there is food (especially meat) being cooked and served, putting up yellow jacket traps on the outside perimeter of these areas is recommended.

### **Biological Control**

Due to the social nature and often times combative tendencies of these insects, there is no effective biological control.

### **Insecticidal Control**

Ants: Tempo 20WP (Cyfluthrin, Cyano), Tempo SC Ultra (Cyano), Advion Gel (Indoxacarb), Suspend SC (Deltamethrin), Bugs 'R' Gone (D-Limonene), FluorGuard\*, Termidor SC (Fipronil)  
\*Ant Control Bait Station  
(N-Ethyl perfluorooctanesulfonamide)

Broadcast baits like Extinguish Plus (Hydramethylon) will help control ants in landscaped areas. For structural control, gels can be beneficial in sensitive areas and over sprays.



**YELLOW JACKET**



**CARPENTER BEE**

Bees,  
Yellow Jackets  
and Wasps:

Tempo 20WP (Cyfluthrin, Cyano),  
Tempo SC Ultra (Cyano),  
Suspend SC (Deltamethrin),  
Wasp Freeze (D-trans Allethrin)

## 2. Insect Order of Blatiodea (Cockroaches)

### Description and Infestation Symptoms

This order is named for the straight (ortho) forewings (ptera) of the adult; they have two pairs of wings, with the forewings not used for flying. The mouthparts are well developed and are used for biting and chewing. Also, the cockroach (and other insects in this order, e.g. grasshoppers, crickets) goes through a gradual metamorphosis (change of form), with nymphs generally going through five developmental stages or instars as they mature into adults.



**AMERICAN COCKROACH**

Cockroaches are a significant problem at many of the Department's recreation and senior citizen centers, and must be controlled on a consistent basis. They are general feeders and almost any



**BROWNBANDED COCKROACH**

crumb of food or other organic material left exposed will serve them as a meal. Cockroaches contaminate food, leave an unpleasant odor, generally are nuisances, and play (only) a limited role in transmitting human diseases. They frequent kitchens, food storage areas, and damp, warm, dark areas of buildings such as basements and bathrooms. Also, being active primarily at night, during the day they will hide in dark crevices – in or behind kitchen cabinets, drawers, stoves, and refrigerators. In addition, there are four species of cockroaches commonly found in the Los

Angeles area that are of importance; the American, Brown-Banded, German, and Oriental Cockroach, with the latter also known as a "water bug" because of their habit of living in wet areas such as toilet bowls and urinals, bath tubs, water pipes, faucets, RCV "water" boxes, and even in sewers.

### Sanitation and Exclusion

The key to effective cockroach control is good housekeeping. It is essential to keep trash cans emptied on a daily basis and covered, if possible; keep kitchen areas free of foodstuffs and seal any shelved food products in glass or plastic containers; keep shelves, counters, and floors clean as much as possible; clean (on a regular basis) behind and underneath stoves and refrigerators where cockroaches tend to hide; also do not store loose paper, cardboard, or other organic items in cupboards that are not wrapped or sealed, if possible. In addition, seal any large cracks or crevices inside or outside of buildings at ground level that would allow access to cockroaches; also, if necessary, close any gaps underneath doors (with door sweeps, for example) that would allow them entrance inside.



**GERMAN COCKROACH**



**ORIENTAL COCKROACH**

#### **Biological Control**

Since the cockroach is mostly a pest indoors and that it is nocturnal by nature, there is no effective biological control that is evident at this time.

#### **Insecticidal Control**

Cockroaches: Tempo 20WP (Cyfluthrin, Cyano),  
Tempo SC Ultra (Cyano), Advion Gel

Gel for cockroaches same as for ants Advion (indoxacarb)

### **3. Insect Order of Hemiptera (Aphids, Whitefly/Giant Whitefly, Scales, Mealybug, Psyllids/Lerp Psyllids)**

#### **Description and Infestation Symptoms**

This order is named for the same or similar (homo) wings (ptera) of the adult that are usually membranous in the winged forms and held roof-like or sloping at the sides in a resting position. The mouthparts are piercing-sucking and are used to extract sap from the plants on which it is feeding. Also, the insects in this order go through incomplete metamorphosis (change of form) as they mature into adults, excepting the whiteflies and male scale insects, which have a pupal stage; and many species and forms are apterous (without wings).

Nearly all hemipterous insects have wax-producing glands, and many excrete honeydew, a sugary sticky anal secretion that may attract symbiotic associates, especially ants, who feed on the honeydew, and also help protect their “hosts” from predators and parasites. Also, the honeydew on the host plant often becomes blackened with a growth of sooty mold (fungus) that can further damage the plant by reducing the photosynthetic (food producing) abilities of the leaves. A great number are plant pests because of their ability to reproduce in such large numbers and readily bleed their hosts of life-giving sap. Some also injure and kill plants by transmitting pathogenic organisms-especially viruses.



**ROSE APHIDS**

Aphids, a notorious pest of cultivated plants, are especially troublesome because they can reproduce parthenogenically, meaning the eggs laid by the female can develop without fertilization by the male – a form of asexual reproduction. Also, unmated females are viviparous, meaning they can give birth to living young. Consequently, the potential for heavy infestations of many plants in the parks is a good possibility. Fortunately, however, the aphid infestations of any consequence in the last few years have been mostly on roses in some of the Department’s rose gardens and at the other facilities.





**SILVERLEAF WHITEFLY**

Whiteflies are tiny moth-like insects .04" to .12" long. The adults have two pair of membranous wings coated with a white powdery wax. When disturbed, they fly from their perches (usually underside of leaves) in a flaky cloud. The last stage nymphs of several species secrete white wax plumes, ribbons, or filaments from the margins of the body, and on some species, the back. Although the adults feed, the nymphs do most of the damage to the host shrub or tree.

The Giant Whitefly, first discovered in San Diego County in October 1992, has spread rapidly northward along the coast and elsewhere in Southern California. It can severely infest various vegetables and many ornamental shrubs and tree species found in nurseries, landscapes, home gardens, and parks. It gets its names from the large size of the adults that can be up to 3/16" in length. Giant Whitefly can also be identified by the spirals of wax that are deposited by adults as they walk on the leaves and the long hair-like filaments of wax (up to 2 inches or more) produced by the nymphs. They can damage plants directly by their feeding on the plant sap through the phloem (vascular



**GIANT WHITEFLY**



**COMSTOCK MEALYBUG**

tissue) of the leaves. Also, a common and unsightly result of their feeding and excreting honeydew on the leaves of their host is the growth of the black sooty mold fungus.

Mealybugs are related to the unarmored scale insects. They congregate in large compact colonies amid masses of eggs and suck the sap from roots, leaves, and fruit stems; and are the cause of premature fruit drop and deposits of honeydew with sooty mold fungus. The females are 1/8" and 1/4" long and have flattened oval bodies encrusted with a powdery white wax that readily rubs off, giving a "mealy" appearance. The males have one pair of wings and resemble male scale insects. Potentially destructive, they are normally controlled by parasites and predators.



**ACACIA PSYLLID**



**ADULT PSYLLID**

Psyllids or Jumping Plant Lice are like aphids in size and general shape and have been likened to miniature cicadas (in the adult stage), although many of them have long antennae. They are more solid than aphids and have stronger legs, with the hind pair adapted to jumping. Both sexes have wings, the front pair thicker than the hind pair and held roof-like over the body. Also, many nymphs (immature stages) produce strands and masses of white wax. They feed on plant sap, and several species are plant pests.

Lerp Psyllids, as in Eucalyptus Red Gum and Spotted Gum Lerp Psyllids, are relatively new pests that were discovered in 1998 and 2000 respectively, in Los Angeles County; and like the Eucalyptus they are native to Australia. What makes the Red Gum Lerp Psyllids different from other psyllids are the domes of crystallized honeydew they produce while feeding in a circular motion on the leaves. These domes or lerps, a term derived from an aboriginal Australian language describing this cover, provide a certain amount of protection for the nymph (immature stage) from predators and foliar chemical applications. In severe infestations, these lerps and honeydew can cover the ground beneath the trees, with the lerps resembling hail. The lerps and honeydew stick to pedestrian shoes and can damage automobiles and structures. Also, in severe infestations, the Red Gums and other species can suffer heavy leaf drop, which can severely weaken the trees and make them more susceptible



**PSYLLID EGGS, NYMPH, AND LERP**



**EUCALYPTUS SPOTTED GUM LERP PSYLLID**

to wood-boring pests, such as the Eucalyptus Long-Horned Beetle. Death to the trees may result over a period of time from such heavy and sustained infestations. Unfortunately, in the Department alone, approximately 5,000 Eucalyptus trees (mostly Red Gums) were lost to the detrimental effects of very heavy infestations of the Red Gum Lerp Psyllid.

The spotted Gum Lerp Psyllid, which also attacks the Lemon Gum Eucalyptus, is considered a major ornamental pest in California. The nymph (immature stage) forms a flattened, elongated triangular lerp that resembles a small skeletal backbone. Unlike the nymph of the Red Gum Lerp Psyllid, they can move freely in and out of the lerp; and more than one nymph can occupy a lerp. These psyllids produce large amounts of honeydew, which stain the ground beneath the trees that are infested. Also, a black sooty mold (fungus) grows on the honeydew-covered leaf surfaces. Heavy infestations can cause leaf drop, which may weaken the trees and increase their susceptibility to adverse cultural and climatic conditions, including draught.

### Cultural Control

As with most plants and trees; their optimal health is based on proper care, including watering, pruning, fertilizing when necessary, and early treatment of any harmful or severe pest infestations. But for some plants or trees, such as the Red Gum or Lemon Gum Eucalyptus, when infested with a lerp psyllid, it would be detrimental to the health of the tree to prune (except for dead wood) and/or fertilize and over-water them. The new tender growth would only encourage the feeding and reproduction of the psyllids. Also, if the trees are pruned to remove some of the psyllids, they would be losing much of their photosynthetic capabilities, as they probably had already lost large amounts of foliage due to severe leaf drop.



**PARASITIC WASP**

### Biological Control

Most of the relevant homopterous insect pests are soft-bodied and many of the nymphs or immature stages (and wingless adults) are stationary or slow moving on their host. This makes them very susceptible to the predators and parasites that help control them. The predators more commonly known are the several species of Lady or Ladybird Beetle, Green and Brown Lacewing (larvae), Assassin, Damsel and Minute Pirate Bug, and several species of spiders. The parasites more commonly known are the several species of tiny parasitic wasps that feed on their prey by the oviposition or injection of eggs into the insect pests by the female. Another way to help control some of the homopterous pests is to control the ants that protect them against predators and parasites; as the ants will consume the honeydew they produce.



**PIRATE BUG**

### Insecticidal Control

Aphids:	Suspend SC (Deltamethrin)
Mealy Bugs:	Merit 75 WP (Imidacloprid)
Psyllids:	Merit 75 WP (Imidacloprid)
Whiteflies:	Merit 75 WP (Imidacloprid)

## **4. Insect Order of Siphonaptera (Fleas)**

### Description and Infestation Symptoms

This order is named for their feeding habits (siphon or sucking) and wingless condition (aptera). The metamorphosis (change of form) of fleas is complete. Adult fleas have laterally compressed bodies with long, powerful legs for jumping and a smooth cuticle (hard covering) with short spine-like hairs directed backwards to enable them to move swiftly through the host's hairy or feathery covering. They are ectoparasitic (lives on the exterior of the host) and require the blood of warm-blooded animals to reproduce. The majority of species infect burrowing mammals (such



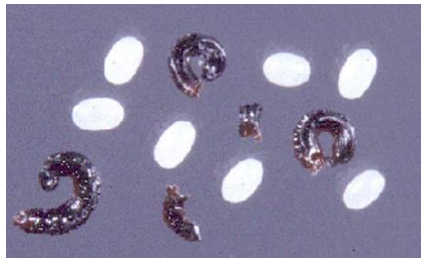
**CAT FLEA**



as ground squirrels); some are associated with large carnivores, others with birds and bats. Only man among the primates is a host of fleas.

The female of host species lays its eggs on the host, but the eggs usually fall to the floor, ground, or bedding, where they hatch in a few days. The tiny whitish, legless larvae have biting and chewing mouthparts, live in dirt or dust, and feed on organic matter, including partially digested blood dropped by the adult fleas.

Infestations usually appear in homes with a resident cat or dog, but occasionally infestations



**CAT FLEA EGGS**

may be traced to a stray animal that has a litter or has died under a house or other building. The species most often involved in cases of flea bites is the Cat Flea. They may bite anywhere on a person's body, but because they are usually found on the floor or ground, they most often attack the lower leg. Some species breed in sandy areas and possibly have contributed to the common term "sand fleas", which is

used to explain insect bites experienced by bathers on the beach. However, fleas do not develop and live in sand for successive generations without feeding on animals. Probably stable flies, punkies (minute gnats), or mosquitoes are the real culprits in most cases of seaside insect bites. Besides being rather irritating to the host and causing skin inflammation and itching, fleas can transmit infectious diseases, most notoriously Bubonic Plague (caused by the bacterium, *Yersinia pestis*). Plague of rodent-flea origin occasionally crops up in hilly areas around the Los Angeles Basin, and is a potential threat to our health.

#### **Biological Control**

Due to its endoparasitic nature and its body structure that enables it to move rapidly between the hairs or feathers of a host without it falling off or being captured, there is no apparent effective biological control for fleas.

#### **Chemical Control**

Insect Growth Regulator Used	Precor 1% EC (Methoprene)
Indoors (acts on an immature life stage of the flea, preventing the adult from developing)	Tempo 20 WP (Cyfluthrin, Cyano) Tempo SC Ultra (Cyano)



**CAT FLEA LARVA**

### **5. Insect Order of Isoptera (Termites – Subterranean and Drywood)**



**EASTERN SUBTERRANEAN TERMITE – MATED QUEEN**

#### **Description and Infestation Symptoms**

This order is named in reference to its equal (iso) wings (ptera). Termites are small to medium-sized, soft-bodied insects that feed primarily (with chewing mouthparts) on cellulose-containing materials such as, sound and decaying wood, paper, fungi, and other forms of dead plant material. Being social insects; termites

live in colonies consisting of three common social castes or classes – reproductives and their worker and soldier offspring – which vary in form, function, and numbers as the result of pheromone and hormone production. The workers are immatures and/or sterile adults that are wingless and usually pale and eyeless. This group maintains the nest and cares for the royal pair of reproductive caste, their young and their soldiers. The soldier caste generally consists of sterile, wingless adults with enlarged, heavily sclerotized (hardened) heads and mandibles (jaws/mouthparts). They defend the colony against intruders, usually ants, by cutting and slashing with their mandibles; soldiers of a few species block holes in the nest with their plug-like heads. The reproductive caste or royal pair (king and queen) consists of pigmented males and females with compound eyes



**EASTERN SUBTERRANEAN TERMITES -  
WORKERS**



**EASTERN SUBTERRANEAN TERMITE**

and four wings of equal size. Diurnal (active during the day) or nocturnal (active during the night) swarms of reproductives disperse by flying short distances from the nest usually during Spring and Fall; and after landing they typically break off their wings near the base, leaving only stubs. The female, followed by a male, seeks out a suitable nesting site in wood or soil. The pair mate periodically and remain together for the duration of their lives, with the queen laying thousands of eggs during her life span of a few to many years. Termites go through a gradual metamorphosis or change in form.

Western Subterranean Termites, which have a high humidity requirement that forces them to maintain contact with the ground, travel up and down their subterranean galleries and the wood through pocketed cracks in mortar or concrete foundations, or through earthen or “mud” tubes that it constructs from soil, saliva and chewed bits of wood. The workers (unlike other species on the Los Angeles basin) attack wood only in the soft spring growth region of the annual rings, thus showing a characteristic pattern of concentric circles or arcs in an infested timber. In Los Angeles and much of the west, this is the species that cause the greatest damage. Generally, damage is not noticeable until tunneling activity has proceeded to the point of weakening structural members in stressed areas, such as flooring and stairways; and sever damage requires a period of years to develop. Also, the Western subterranean Termite is distinguished from others that are prevalent in the L.A. Basin by the black heads of its sexual forms, its earthen tubes, and the fact that it does not make fecal pellet piles.



**WESTERN SUBTERRANEAN TERMITES**

The Western Drywood Termites are about as common in California buildings as the Western



**DRYWOOD TERMITE**

Subterranean Termite, but ordinarily cause somewhat less serious damage. It looks like the Western Subterranean Termite, but it is a little larger and the head of its sexual form is reddish rather than black. Also, its colonies grow slowly and are much smaller than those of subterranean termites. Its tunneling action in wood is distinctive, with worker burrowing across as well as with the wood grain, excavating large pockets in all directions. Drywood

termites can become established anywhere and are especially common in attics; and they require no connection with the ground and do not make earthen or “mud” tubes. Sawdust piles of dry fecal pellets that have a grainy texture, and under magnification are roughly hexagonal in shape, often indicate their presence. Besides causing damage to buildings and feeding on deadwood of trees, drywood termites will also feed on furniture.



**DRYWOOD TERMITES**

### **Biological Control**

Due to the social nature and habit of termites and the soldiers that help defend the colonies, termites in our area generally have no intruders of significance – except mainly for ants that may invade their colonies.

### **Chemical Control**

Termite control usually consists of two methods; using approved termiticides and using approved fumigants. The type control also being dependent upon the species of termite and the extent of the infestation. Generally, the departments Pest Management crews do not perform termite control, as it requires highly specialized training, equipment, and licensing. Termite control is done by outsourced termite control companies.

## **6. Insect Order of Coleoptera (Beetles – Bark Beetles)**

### **Description and Infestation Symptoms**

The order is named for the sheath (coleo) and wings (ptera) of the adult. They are the largest order of insects in number and species, forming about 40 percent of all known insects. Beetles have thickened front wings (elytra) that are soft and leathery or hard and brittle; and for most beetles, usually meet in a straight line along the middle of the back and cover most or all of the longer,



**RED TURPENTINE BEETLE**



folder, membranous hind wings that are used for flying. Also, the elytra form a protective



**TURPENTINE BEETLE PITCH TUBES**

covering for the insect when it is at rest. Beetles vary from minute to large in size and are usually some shade of black, brown, yellow or red, but are often brightly colored and decorated with attractive patterns. Beetles also undergo a complete metamorphosis (change of form). The larvae are called grubs. Some are long, and flat or rounded, while other are short and stout; they may be smooth or wrinkled, with or without hairs

or spines. They have a well-developed head, which sometimes telescopes into the thorax (middle or second of the three main regions of an insect's body), especially among the borers and leaf miners. The grubs that commonly feed on and damage the turf on golf courses are the larval or immature stages of the May or June Beetles (White Grubs) and a black or brown Weevil or "Snout" Beetle (Billbugs).

Beetles, with adults and larvae in most cases eating the same food, are primarily plant feeders and scavengers, although a significant number are predators of insects and other small invertebrates, with a few being parasites. The plant-feeding habits (fruits, seeds, roots, stems, leaves, and wood borers) of adults and larvae have made many beetles serious pests of agricultural crops and forests; especially bark beetles, which as a group are often considered to be the most destructive forest insects, as well as a serious pest in urban landscape.



**WESTEN PINE BEETLE**

Bark beetles in the family *Scolytidae*, are common pest of conifers, and some species attack woody non-coniferous plants. They are dire enemies of older, mature conifers; especially Pine trees. Adults are small, cylindrical, and hard-bodied, about the size of rice grains and are dark red, brown or black. Their antennae are elbowed, and the outer segments are enlarged and club-



**WESTERN PINE BEETLE TUBES**

like; and they have strong, scoop-like jaws (mandibles) for boring through wood. The adults construct egg-laying galleries mostly in the phloem – the spongy inner white bark – that sometimes involves the xylem or wood. When the eggs hatch, the larvae – cream or white and grub-like – form individual feeding galleries that radiate out from the main egg-laying gallery; and as the galleries increase in size as the larvae grow and tunnel between bark and

sapwood, it interferes with the tree's ability to move water and food through the tree's vascular system, thus causing a serious and often fatal decline of the tree.

The location of damage on the bark and species of the tree being attacked helps in identifying the bark beetle species present. Engraver Beetles (*Ips spp.*), usually attack pines near the tree-top, while Red Turpentine Beetles (*Dendroctonus valens*) and Western Pine Beetles (*Dendroctonus brevicomis*) respectively, attack pine trunks near the ground and mid-way up the trunk. Bark beetles commonly attack trees that are dying or weakened by factors such as drought, stress, disease, injuries, or lack of proper cultural care. Some species do have the ability to attack healthy trees, especially if the healthy tree is near an unhealthy one or near one that has been struck by lightning, as the beetles will emerge from the nearby injured tree and mass-attack a healthy one. Bark beetles can contribute to the decline and death of trees.



**ENGRAVER BEETLE**



**ENGRAVER BEETLE LARVAE**

### Cultural Control

As with most plants/trees, their optimal health is based on proper care, including watering, pruning, fertilizing when necessary, and early treatment of any harmful or severe pest infestations. Healthy trees are less likely to be attacked and are better able to survive the damage from wood-boring beetles/insects. Appropriate irrigation is particularly important, as trees can be seriously damaged by too much or too little water. Unfortunately, many of the trees in the Department that have or may be affected by bark beetles are

growing in areas that are not irrigated, making them more susceptible to drought stress and attack by bark beetles.

### Biological Control

The feeding habits and habitat of bark beetles make them difficult to be controlled by predators or parasites. However, there are important natural enemies of the Western Pine Beetle, an extremely serious pest of forests and to a lesser extent, urban forests; these include woodpeckers, clerid and ostomatid beetles.



**WOODPECKER**

### Insecticidal Control

Except for general cultural practices that improve tree vigor, little can be done to control most boring insects beneath bark once trees have been attacked. Highly valuable trees may be protected from further bark beetle attacks by spraying the bark with a persistent insecticide in the spring, but unless trees are monitored regularly so that borer attacks can be detected early, any spraying is likely to be too late or ineffective. Systemic insecticides injected through the bark are also ineffective, as they do not control attacks by bark beetles or other wood borers.



## 7. Arachnid Order of Araneae (Spiders – Black Widow, Brown Recluse)

### Description and Infestation Symptoms

Spiders, like the majority of arachnids that are free-living solitary predators who capture and kill other arthropods (joint-legged animals), differ from insects in fundamental and rather obvious ways. They have four pairs or eight legs to the insect's six and their bodies have only two divisions



**BLACK WIDOW**

instead of three, with their abdomens being comparable to the insect's abdomen, and the spider's (and other arachnids) cephalothorax being a combined head and thorax in structure and function. Spiders also feed in a special way. All are predacious and subdue their prey with poison injected by a pair of fangs (chelicerae) situated just in front of the mouth. Food is not swallowed whole, but is first liquefied externally using digestive enzymes regurgitated from the mouth; it is then slowly imbibed. Spiders (like all arachnids) have a pair of leg-like appendages near the front of the body called pedipalps, which serve as sensory structures. However, in male spiders, these appendages all carry

copulatory organs – which are used to transfer sperm from the genital opening at the rear of the abdomen to a female during the mating process. In spiders, there are several eyes – usually eight – lying atop the cephalothorax; their number and position being important in identification. Each kind of spider also spins its own distinctive web, and a species may create several types for different purposes, such as a snare for prey, as a home, as a place to rest and find protection from the elements, or a place to raise their young. Overall, spiders are very beneficial in the control of many insect pests.

The Western Black Widow spider is very common in the Los Angeles Basin and is likely to be found in any cool, dry, protected hideout; including hollow stumps, woodpiles, crawlspaces under houses, and refuse stored in garages and attics. The male Black Widow is small (1/2 inch or 13mm in length) and grayish black in color, with variable marks of red and yellow spots and stripes; the female is larger (1 to 1 1/4 inches or 25 to 32mm in body length) with a very bulbous, shiny black abdomen. Both sexes usually display a red spot shaped like an hourglass in the underside of the abdomen. This spider earned its name because of the female's occasional practice of devouring the male after mating. Although they are not very aggressive, males and females occasionally bite people, often causing serious and even fatal consequences. The venom is reputed to be proportionately fifteen times as poisonous as that of a rattlesnake. For this reason, one should be very careful to avoid the Black Widow and should immediately call a



**BROWN RECLUSE SPIDER**

physician if bitten. The Black Widow (*Latrodectus hesperus*) is the spider that poses the greatest health threat to humans in Los Angeles and the rest of California.

The Brown Recluse spider (*Loxosceles reclusa*), also known as the Violin Spider – in California – is a myth, according to Rick Vetter of the Department of Entomology, University of California Riverside. He states that most Californians belief pertaining to the spider are born out of media-driven hyperbole and erroneous, anxiety-filled public heresy, which is further compounded by medical misdiagnosis. His opinion has come about after almost a decade of constant research and personal experience, including conversations and interactions with those who have experience or expertise in the State of California and, in some cases are national or international experts. The Brown Recluse spider lives in the Central Midwest: Nebraska south to Texas and eastward to southern Ohio and north-central Georgia. Only a handful of specimens (less than 10) have ever been collected in California; and usually there is some connection between the spider and a recent move or shipment from the Midwest. There are no populations of Brown Recluse spiders living in California. However, with that being said, there are four species of native recluse or violin spiders, with the most common being the Desert Recluse (*Loxosceles deserta*) – which is found mostly in the Sonoran and Mojave deserts, in the foothills of the lower San Joaquin Valley, and in adjacent areas of Mexico. In addition to these native species, a South American recluse spider has become established in portions of Los Angeles County (Alhambra, Sierra Madre, and Monterrey Park).

#### **Biological Control**

Due to the predatory nature of spiders, there is not much to control them biologically besides birds, small animals, or larger stinging or predatory insects. For the control of Black Widows, there are two local parasites that help keep their populations in check. They are the Chloropid Fly (*Pseudogaurax signatus*) and the Scelinoid Wasp (*Baeus latrodecti*).

#### **Non-Aranicidal/Chemical Control**

Spiders are beneficial and are very essential to help control many unwanted insect pests around buildings and in the landscape. However, to keep excessive spider populations (and webs) in check, a vacuum cleaner is a most efficient way to accomplish this task. Black widows can be eliminated by destroying them physically as they are found.

#### **Arachnicidal/Chemical Control**

	Tempo SC WP (Cyfluthrin, Cyano)
For Black Widows	Tempo SC Ultra (Cyano)
	Wasp Freeze (D-Trans Allethrin; 3-Phenoxy Benzyl)

## 8. Arachnid Order of Acari (Plant-feeding Mites and Ticks)

### Description and Infestation Symptoms



**SPIDER MITES**

Spider Mites (family *Tetranychidae*) acquired the name from their habit of spinning fine silken webbing on the undersides of leaves where they spend their lives and lay their eggs. The mites are minute and whitish, greenish, or reddish in color, often with faint spots on their backs. They have piercing-sucking mouth parts and suck the sap of aesthetically and economically important indoor and outdoor plants including citrus. Infected leaves become stippled or blotched and sickly, then gradually die and drop. Other mites in the family of *Tetranychidae* that can be quite detrimental to plants if their populations get too large include the Citrus Red Mite (*Panonychus citri*), the light yellow Six-Spotted Mite (*Eotetranychus sexmaculatus*), the greenish Two-Spotted Mite (*Tetranychus urticae*), and the reddish brown Clover Mite (*Bryobia praetiosa*), which does not spin silken webbing.



**CITRUS RED MITE**



**TWO SPOTTED MITES**

Eriophyid Mites (family *Eriophidae*) are very tiny and average only about 1/100 inch (0.2 mm) long, with the body being elongated and worm-like with numerous fine ring-like striations or fine impressed lines; and with only two front pairs of legs being developed. They are almost never seen directly, and it is only their effects on plants, such as leaf curling, abnormal tissue growth, as well as galls and blisters that announce their presence.

The Cyclamen Mite (family *Tarsonemidae*) is very small – around 1/100 inch (0.2 mm) long, and shiny orange/pink. It is a common local plant-feeding mite that can cause considerable damage to a variety of ornamentals, such as causing leaves to distort, buds to fall, and flowers to develop unsightly discolorations.



**CLOVER MITE**



**GALL MITE**

Ticks usually consist of two general types – hard ticks and soft ticks. The hard ticks (family *Ixodidae*; also called wood ticks) are characterized by a thick leathery scutum or plate on the back. In the male, this plate completely covers the back and is often ornamented with a harlequin pattern of dark and light (frequently silvery) areas; the plate is reduced in the female and covers only a small region behind the head. In the soft ticks (family *Agrasidae*; pests

usually associated with birds, deer, livestock, and horses) both sexes lack this plate and as a result, the whole body is a pliable bag. Ticks differ from insects in that the body is undivided; it is a simple sac-like structure in which the thorax, abdomen, and part of the head are fused together. There is no true head, but there are mouthparts arising from a small square base. They are very hardy creatures and may survive for months or years without food. In all stages of growth they feed on the blood of vertebrates, but like many ectoparasitic (feeds from outside the host) arthropods they spend only a portion of their life on the host. As the nymphs (immature stages) of ticks mature while they undergo one to five



**CYCLAMEN MITE**



**WESTERN BLACK LEGGED TICK**

molts (shedding outer skin as they grow), they engorge (suck blood to the limit of body capacity) on a host at each intermediate stage). New adult hard ticks climb to the tips of blades of grass or twigs to await passing animals. Vibrations or movement of their perch, or rising carbon dioxide levels cause them to wave their legs in the air, groping for a lucky grab at a passerby. Adult soft ticks usually visit the nests or roosts of potential hosts to obtain their first blood meal.

Ticks frequently attach themselves to humans or pets and can cause harm. The feeding action of an attached tick, which may cause the area around the bite to become very sensitive or painful, can sometimes induce paralysis (“Tick paralysis” or Lyme disease). Normal function of the afflicted body part, which is most often a limb, usually returns after the tick is removed, but death can be a consequence, particularly if the attachment is near the head or vital nerve centers. The following ticks can be a serious concern for people and pets in the Los Angeles basin and surrounding areas:

The Western Black-Legged Tick (*Ixodes pacificus*) is a small species (3/32 inch or 2.6 mm) with a dull reddish body and



**AMERICAN DOG TICK**





**PACIFIC COAST TICK**

dark legs. It is usually found on deer, although it commonly crawls onto humans, and its bite may be painful. It is also a vector for Lyme disease, spirochaetes bacteria.

The Pacific Coast Tick (*Dermacentor accidentalis*) is 3/16 inch or 4.5 mm in length, with a silvery-gray plate and legs. It is found on a wide variety of hosts, including humans.

The American Dog Tick (*Dermacentor variabilis*) is similar to that of the Pacific Coast Tick, but there are large dark areas on its back plate. The dog is its preferred host, but it will also attack people and many wild and domesticated large mammals.

The Brown Dog Tick (*Rhipicephalus sanguineus*) is 3/32 inch or 2 mm in length and another pest of dogs. It is more common locally than the American Dog Tick.

The Pajahuello Tick (*Ornithodoros coriaceus*), a soft tick, is 3/8 inch to 1/2 inch (10 to 12 mm) long and is found in chaparral and scrub oak trees of the basin's foothills. The bite of this tick can result in tissue decay and the development of a very serious wound. Cattle and deer are the usual hosts. There is also another species of soft tick that carries the disease Relapsing Fever – caused by a spirochaete bacteria – which occasionally breaks out in the nearby mountains.



**PAJAHUELLO TICK**



**BROWN DOG TICK**

### Biological Control

There are very few solutions to control ticks/mites biologically at this time. However; they are two predatory mites that may help control populations, *Galendromus cccidentalis* and *Neoseiulus californicus*.

### Miticidal (Acaricidal)/Chemical Control

Mites	Tempo SC Ultra (Cyano)
Ticks	Tempo SC Ultra (Cyano)
	Tempo 20 WP (Cyfluthrin, Cyano)

## Chapter 6: Vertebrate Pests of Importance (Rats/Mice, Ground Squirrels, Gophers, Pigeons)

There are five vertebrate pests that must be dealt with in the Department on a continual basis.



**NORWAY RAT**

These pests invade and inhabit our recreational facilities (both passive and active sectors, as well as indoor and outdoor areas), damage turf, shrubs and trees, and are potential vectors for diseases that may be detrimental to the health of patrons and employees. Unlike invertebrate pests, the vertebrae pests that invade our urban facilities do not have as many natural enemies that can readily or consistently control pest populations. Consequently, the use of pesticides may be more prevalent in the control of some of these pests.

### 1. Rats/Mice

#### Description and Infestation Symptoms

The Norway Rat (*Rattus norvegicus*) has a body length of 7 to 10 inches and a tail length of 6 to 8.5 inches, is brown to black in color on the back and sides, gray to yellow-white in the belly, and has an average weight of 10 to 17 ounces. It feeds on meats, fish, flour, fruits, vegetables, and mostly any type of human food. Norway Rats usually nest in basements and lower portions of buildings; they also burrow in soil extensively, are active at night, and are fair climbers and good swimmers.

The Roof Rat (*Rattus rattus*) has a body length of 6.5 to 8 inches long and a tail length of 7.5 to 10 inches, is tawny (brownish orange to light brown) in color on the back, has grayish-white underparts, and has an average weight of 6 to 12 ounces. It feeds on seeds, fruits, vegetables, grain, eggs, etc. Roof Rats usually enter and nest in upper portions of buildings and also may nest outside in trees, shrubbery, etc. (especially palms and ivy); they are also excellent climbers, are active at night, and burrow very little.



**ROOF RAT**

The House Mouse (*Mus musculus*) has a body length of 2.5 to 3.5 inches and a tail length of 3 to 4 inches, is dusky (somewhat dark) gray on the back and a lighter gray on the belly, and has an average weight of 1/2 to 3/4 ounce. It feeds on meats, grains, cereals, seeds, fruits, vegetables, and most any type of human food. House Mice may nest in any portion of a building near food and nibble small amounts frequently rather than having large meals. They travel an average of 50 feet from the nest and are active mostly at night.



**HOUSE MOUSE**

The Deer Mouse (*Peromyscus maniculatus*) has a body length of approximately 3.5 inches with a sharp bicolor tail (white beneath and dark above) about 3 inches long, is a bright fulvous (dull brownish) or brown, has dusky (somewhat dark in color) colors intermixed on the back and upper parts of the body, with white underparts and underbelly including the feet. It has prominent leaf-like ears and has an average weight of 1/2 to 1¼ ounce. It feeds on a wide variety of food including seeds, nuts, acorns, and insects. Deer Mice nest in rotting logs,

stumps, buildings, burrows, the ground, in trees, and among rocks. Their nests are usually lined with fine grass and shredded weed stems, or other soft materials, such as rabbit fur and bird feathers. They are primarily nocturnal and do not hibernate. They can also be found in nearly every dry-land habitat from above timberline to desert areas. What makes the Deer Mouse a significant pest is that it is the primary reservoir or carrier of the “newly” recognized (in 1993) strain of Hantavirus in the southwestern United States. Hantavirus Pulmonary Syndrome (HPS) is a rare and potentially deadly disease that is caused by a virus that attacks the lungs. It is transmitted by infected deer mice through its urine, droppings, or saliva. Humans can contract the disease when infective saliva or excreta are inhaled as aerosols produced directly by the living animal. Transmission may also occur when dry materials contaminated by the rodent’s excreta are disturbed and inhaled, directly introduced to broken skin or onto the conjunctivae (mucous membranes that line the inner surface of eyelids; and presumably other mucous membranes), or possibly ingested in contaminated food or water. The first symptoms of Hantavirus Pulmonary Syndrome are fever, muscle pain, and fatigue. Some people also suffer from headaches, dizziness, vomiting or diarrhea. This generally happens 1 to 3 weeks after exposure to the virus; after about 4 to 10 days, people who are sick with the infection begin to cough and have shortness of breath and if medical attention is not rendered quickly, the infection may become fatal.

### **Sanitation and Exclusion**

Sanitation is the cornerstone of lasting rodent control. There is no substitute for sanitation and program implemented must be continuous or the benefits derived from it will be quickly lost to reinvading rodents. Proper sanitation methods include the reduction of harborage or shelter by eliminating weeds, refuse piles, over-grown vegetation, and rubbish piles. Garbage and trash should always be kept in garbage can and dumpsters with tight fitting covers. In addition, it



**DEER MOUSE**

is important to remove as much of the rodent's water source as possible, as rats need water daily and mice will drink free-standing water.

Exclusion is another important aspect of rodent control, as it is much easier to control rats and mice outside of a structure rather than within; so the most successful and permanent form of control is to "build them out". All cracks and openings in building foundations must be sealed and doors, windows, and screens must be tight-fitting. Because rats and mice need to constantly gnaw with their two front incisors or teeth to prevent them from growing too long; gnaw-proof materials, such as sheet metal, expanded metal, perforated metal, iron grills, hardware cloth, and cement mortar should be used for seals, patches, and repairs. Any materials used having an opening of less than 1/4 inch will usually exclude both rats and mice.

#### **Non-Chemical/Mechanical Control**

Glue traps are the most prevalent form of rat and mouse control inside the Department. They are placed in the rodent's runway, especially along baseboards, between their harborage area and their feeding area. Glue traps are not effective in wet or extremely dusty environments and therefore must be monitored regularly. Peanut butter is used as for the trappers.

For Norway Rats	Snap Traps
For Roof Rats	Glue Boards
For House Mice	Electronic Zappers

#### **Chemical Control**

There are currently no forms of chemical control that the Department utilizes at this time against rats or mice. Trapping rats and mice is used instead of poison baits department-wide.

## **2. Ground Squirrels**

### **Description and Infestation Symptoms**

Beechey Ground Squirrels (*Spermophilus beecheyi*) are found along coastal California from the Golden Gate and Corquinez Straits to down south near San Diego. Like all California ground squirrels, the Beechey Ground Squirrel has two thin, moist, internal cheek pouches – one on either side of the mouth - which are used to carry food. During the rainy months of November to March or April, they feed chiefly on the green herbage such as filaree. Seeds lying on the ground surface are hulled and eaten as found. Later, when the new seed crops begin to ripen, the squirrels gather the seeds without hulling them and put them in their cheek pouches and carry them off to hide them in the ground or in crevices between rocks. They also eat eggs of ground-nesting birds, such as pheasants and quails. All ground squirrels are diurnal (active primarily during the daytime), fair weather animals. They love sunshine and may



**BEECHY GROUND SQUIRREL**



often be seen basking in the morning or later afternoon warmth. During spring and summer they come out of their burrows soon after sun-up, and are most active during the middle of the morning and again in the late afternoon, but they avoid the intense heat of midday.

California ground squirrels may experience two periods of dormancy throughout their yearly activity cycle. Estivation – summer sleep – generally occurs during July and August, if it occurs at all; they also undergo a period of hibernation – winter sleep – with emergence occurring in late winter or early spring.

In Los Angeles County, the Beechey Ground Squirrel begins regular breeding activity by December. Each female may produce one litter a year (7 or 8 offspring being the average size litter), with a gestation or pregnancy period of 25 to 30 days. The young usually remain underground for about 6 weeks as they grow rapidly and are then seen in the greatest numbers from late April until June. They harbor an average lifespan of 5 years or more in the wild.

The burrows of California ground squirrels average about 4 inches in diameter and individual burrows are 5 to 30 feet or more in length. Most tunnels are within 2½ to 4 feet of the ground surface, with some being simple short tunnels and other with many branches with two or more openings. Colonial burrows, unlike individual one, are usually occupied by several squirrels, with each on constructing a nest of finely shredded grass or other material. These burrows are used for safety retreats, for shelter during very hot or rainy weather and during hibernation, for occasional food storage, and for rearing their young. The burrows are made in flatlands, hillsides, among rock, and in embankments.

In California, ground squirrels are frequently named as casual agents in human cases of sylvatic (bubonic) plague. Circumstantial evidence points to ground squirrels as the host to plague-infected fleas in over half of the reported human plague cases in California in the last 40 years. Ground squirrels are not the “reservoir” hosts of the disease; apparently native mice (and their fleas) are the reservoir host’s from which the disease periodically spreads to other rodents. The ground squirrels are themselves susceptible to plague, with insecticides being used as a preventative measure to eliminate the fleas (refer to: Chapter 5 - Invertebrate Pests, Section 4 – Insect Order of Siphonaptera), with the result that both human and squirrel populations are being protected from the disease. In the County of Los Angeles, the Department of Health Services has inspectors that maintain a vector management program by conducting regular inspections of local areas that harbor large populations of ground squirrels. When populations are determined to be too high on City parklands, the control of the ground squirrels and their fleas must be initiated in a timely manner.

#### **Biological Control**

Natural enemies which prey on ground squirrels include the coyote, badger, weasel, bobcat, red-tailed hawk, golden eagle, rattlesnake, and the gopher snake.

#### **Chemical Control**

Ground Squirrels

Burrow Rx Carbon Monoxide System

Ground Squirrel Fleas

Delta Dust (Deltamethrin)

### 3. Gophers

#### Description and Infestation Symptoms



**BOTTA POCKET GOPHER**

Botta Pocket Gophers (*Thomomys bottae*) have the widest range within California of all the five species of pocket gophers found in the state, with the valleys and mountain meadows being the most typical habitat. They are also most abundant in better soils and where ample moisture and plant growth will prevail.

The pocket gopher is named for its external fur-lined cheek pouches, one on each side of its mouth, that are used for carrying food only. Their food consists mainly of the underground parts of plants, especially the succulent portions. Forbs (herbs other than grass) however, are often cut back above ground around the mouth of a burrow or pulled down through the surface soil into the burrow system; the stems are cut into short lengths and transported in their cheek pouches to storage chambers within the burrow system. Pocket gophers lead an almost completely subterranean existence, venturing above ground only to push dirt out of the burrow, seek new territory after weaning, or to graze on succulent plants near a burrow entrance. Except for the duration of the breeding season, gophers are extremely anti-social; they viciously repel any intruding gophers and plug most burrow entrances to prevent their entry. Each gopher establishes its own territory of about 200 square feet for a young gopher up to 2,200 square feet for an older, established one. Burrows are dug mainly with long fore claws, though the incisor teeth are used to cut roots or dislodge small stones. The burrow system consists of main tunnels 2 to 2 ½ inches in diameter, running more or less parallel with the soil surface; accumulated dirt from their excavations are pushed out of lateral exits, forming characteristic crescent-shaped mounds. These mounds can cause damage to equipment and cause injuries to users of athletic fields by causing them to trip and fall. The tunneling action of gopher can undermine and cause depressions in the soil and turf. The gopher nest is a hollow ball of finely shredded plant fibers filling a chamber about eight inches in diameter; food is typically stored near the nest or in enlarged chambers.

Gophers do not hibernate or become completely inactive at any time of the year. In irrigated areas that have continuous green foliage – such as parks and golf courses – they breed almost throughout the year, with the female bearing up to 3 litters, with 5 to 6 being an average size litter. The gestation period or pregnancy for the Botta Pocket Gopher is about 19 days and the young remain in the nest for several weeks. After weaning, the mother expels the young and

they often wander over land to start and establish tunnels in new places; gophers rarely live beyond 3 years.

#### **Biological Control**

Natural enemies which prey on gophers include the coyote, badger, weasel, fox, owl, hawk, gopher snake, and the heron.

#### **Non-Chemical Control/Trapping**

Trapping gophers is an effective means of control, with the Macabee trap being the most popular one being used in the parks and golf courses. However, any gopher trapping program implemented must be consistent and ongoing to control large populations in the turf and other landscaped areas. Trapping is an integral part of a complete gopher control program used in conjunction with the fumigation control.

#### **Chemical Control/Carbon Monoxide**

Gophers                      Burrow Rx Carbon Monoxide System



**BARN OWL**

### **4. Pigeons**

#### **Description and Infestation Symptoms**



**PIGEON**

Domestic or Feral Pigeons (*Columba Livia*) are widely distributed in California cities and surrounding the countryside, using building ledges, barn rafters, and similar man-made shelters as their nesting sites. Feral pigeons have a dark bluish-gray head, neck, and chest with a glossy yellowish, greenish, and reddish-purple iridescence along its neck and wing feathers. Females tend to show less iridescence than the males. Their bills are dark grayish-pink. Pigeons generally walk or run while bobbing their heads forward and backward. They fly with a steady and direct path and they are most often seen during daylight, seeking cover at

night, and shelter during the heat of day, according to climate.

An adult pigeon will eat about a pound of food per week, consisting of seeds, and other grains, augmented with some amounts of fruit, green feed, insects, and sufficient grit for digestion. In cities, feral pigeons also eat popcorn, cake, peanuts, bread, and currants.

When ready to nest, the male and female construct a rather messy nest in which the female lays one or two eggs. The incubation period is 17 to 19 days; the male cares for and guards the female and nest during this time. More eggs are usually laid before the first young are weaned (35 to

37 days); the breeding occurs at all seasons with several broods being raised each year. The average lifespan of domestic pigeons is five to seven years, with some living over fifteen years.

Domestic pigeons can carry Pigeon Ornithosis (psittacosis), Newcastle Disease, Aspergillosis, Psuedotuberculosis, Pigeon Cocidiosis, Toxoplasmosis, Encephalitis and Salmonella Typhimurium. The effects of the latter three disease may be serious if diagnosis is delayed. Salmonella is found in about two percent of pigeon feces (a common contaminant of grain destined for use as human food) and is statistically the most frequent cause of salmonella food poisoning in humans. In addition, histoplasmosis and cryptococcosis (systemic fungus disease of humans that seriously affects the respiratory system) can be contracted from dusty pigeon manure. Pigeon ectoparasites (parasites that live on the outside of the host) such as bugs, fleas, ticks, and mites may bite humans, possibly transmitting diseases and causing welts and skin infections from them. Those same parasites may also frequently invade home from the pigeon nests that harbor them.

#### **Nest Removal and Exclusion**

All removals of pigeons and bird nests are contracted out to a private company that specializes in ornithological species and removals.

Exclusion of pigeons from Department buildings can be accomplished by installing galvanized wire mesh over any spaces or openings. More permanent exclusions from window sills, ledges, eaves, roof peaks, light fixtures, etc. can be realized by the installation of plastic or metal “spikes” at all of these points on a building to prevent the pigeons from landing or nesting on these surfaces.



**ROOF SPIKE STRIP**

#### **Biological Control**

Some common predators that prey on feral pigeons include opossums, raccoons, and great horned owls; also include are American Kestrels (falcons) and Peregrine falcons.

#### **Avicidal/Chemical Control**

No chemical control using grain baits is permitted in the Department to avoid the accidental poisoning of patrons, pets, and native bird species.

## Chapter 7: Weeds (Developed/Undeveloped Areas)

For many years, City residents have used parks and other City owned or operated facilities as a place to relax and as a safe place for their children to play. A very important part of our facilities include turf, landscaped, and natural areas. The plants there provide shade, color, and a safe haven for the wild populations of animals. Unfortunately, these areas can fall victim to the invasion of weeds. Weeds can be defined as an unwanted plant growing in a place which may interfere with the usage of the area. Weeds compete with desirable vegetation for natural resources (i.e. light, water, fertilizers, and carbon dioxide). It is estimated that more than half of the plants that are considered weeds in California were introduced or are exotic. Exotic weeds, when introduced into a new area with a suitable environment, are free to grow and reproduce with no natural check. Exotic weeds may also possess other characteristics (i.e. high reproductive capacity, long seed viability, toxins, faster grow rates), which give them an edge over endemic vegetation. As a result, endemic vegetation is eventually crowded out and replaced by exotic plants.

Exotic plants are not the only weeds present in this state. California native vegetation may also become weeds if they begin to crowd out other plants due to the disturbance and clearing of soils by people. The disturbance of the land gives a specific plant extra light, water. And room to proliferate and become the dominant species in the area. By dominating the disturbed area, a native plant may outgrow and prevent weaker vegetation from re-establishing themselves.

In the past, chemicals were used extensively for the control of weeds. It is estimated that more than half of the pesticide produced in the United States were used for weed control. In recent years, new environmental awareness has emphasized the reduction of chemical usage. In order to reduce the amount of chemicals used in our facilities, cultural and mechanical methods for weed control will be used when possible.

The facilities maintained by the Department of Recreation and Parks can be divided into the developed and undeveloped area. Developed areas include recreation centers, senior centers, child care centers, pocket parks, sports fields, pool buildings, etc. Developed areas can further be divided into different sections including hardscapes, planter beds, and turf beds. Undeveloped areas include canyons, wild life sanctuaries, hills, and other areas where human disturbance is very minimal.

### Developed Areas

#### 1. Hardscapes

Includes all cemented or asphalted areas (i.e. parking lots, sidewalks) surrounding the facilities. Since the soil is deprived of light and water, weed growth is completely eliminated. However, natural wear and tear (i.e. cracks) or other maintenance problems of cemented areas can allow weeds to grow.



### Cultural Control



**WEEDS IN ASPHALT**

Cultural control of weeds begins by preventing the accumulation of soil on low spots of the hardscape. Soil on the hardscape provides a media for weed seeds to germinate and grow. Furthermore, over time the natural environmental weathering will develop cracks on the hardscape. Once the soil underneath the cement is exposed once again to the environment, weed plants will immediately begin to grow from the cracks. Hand pulling or the use of a one-prong cultivator, weed whips, or other mechanical method may provide an adequate

control of weeds. Monitoring and early removal of weeds are crucial for the prevention of a serious weed problem.

### Herbicidal Control

No herbicidal control method is being used by the Department at this point in time. Round Up Pro is no longer an acceptable product to be used at our facilities. The Department is currently researching new products to use in place of Round-Up Pro; as of yet, none have been found.

## **2. Planter beds**

Planer beds can be found throughout the different facilities in our department. Planter beds provide beauty, color, and enhances the tranquility of facilities for our patrons. The environmental condition for cultivation of ornamental plants is also very favorable for weed growth.

### Cultural Control

Proper cultural control (i.e. water, fertilizers, light, etc.) that favors the health and growth of ornamental plants is desirable. Healthy and happy garden plants will grow faster and eventually prevent light from reaching the soil. By preventing the light from reaching the soil, ornamental plants can out-compete weeds and prevent their growth and development. If weeds manage to take hold, hand pulling and other mechanical methods are still considered as the best method for controlling weed populations. These methods are most effective when done at the earliest stage of weed development to prevent plants from setting seeds. By preventing the production of seeds, the life cycle of the unwanted plant is disrupted, thus reducing the amount of reserved seeds in the soil. A lower quantity of seeds in the soil equals a smaller number of germination and emergence of weeds in the future. Furthermore, the addition of a 3 to 4 inch layer of mulch to a planter bed can also aid in the suppression of seed germination by further reducing light to the soil. Seeds require light in order to



**WEEDS IN PLANTER BED**

germinate, and seedling plants require light to grow. Mulch also prevents the evaporation of valuable water; and as the mulch decomposes, valuable nutrients are returned back into the soil.

### **Herbicidal Control**

If chemical control is necessary for controlling weeds in a planter bed, then the use of a selective herbicide such as Fusilade is recommended for grass weeds. As a preventative measure for seed germination, the usage of a pre-emergence herbicide such as Pendulum, Gallery, or SureGuard is also recommended. Chemical control for broadleaf weeds in flower beds is not always recommended or practiced because of the high risk of damaging desirable garden plants.

### **3. Undeveloped Areas**



**UNDEVELOPED AREA WEEDS**

Undeveloped areas include canyons, wild life sanctuaries, hills, and other areas where human disturbance is very minimal. Weeds can encroach and out-compete naïve vegetation. The degradation of the natural vegetation has a very serious impact on the environment. By losing the native vegetation, food sources, nesting sites, and hiding places for wildlife is greatly reduced. The Department is involved in habitat enhancement and restoration programs through periodic weed eradication. In an effort to assist department staff as well as volunteers with the identification and control of the most troublesome weeds in the different natural areas, the Department has created the “Dirty Dozen” weed booklets. The

“Dirty Dozen” weed booklets, located under forestry services at [www.laparks.org](http://www.laparks.org), outlines the most noxious or problematic plants for a particular area that need to be controlled in order to all the re-establishment of native vegetation. Occasionally, funds are available for specific projects, such as the Sepulveda Basin Wildlife Reserve. This reserve is a haven of rest for wildlife and humans alike, a welcoming oasis within an urban setting. It is here where the visitor of today can get a sense of what this part of the San Fernando Valley might have been like before agriculture and urban settlement forever changed the valley floor. Formal establishment of the 60 acre habitat north of Burbank Blvd., between the dam and Haskell Creek, in 1988 involved grading for the wild life lake and extensive plantings of native annuals, shrubs, and trees. Pathways were created for educational and enjoyment purposes. The lake became filled with reclaimed water from the nearby Tillman Water Reclamation Plant in 1992. Weed management to preserve undeveloped areas is of great importance with minimal stress to the wildlife.

### **Cultural Control**

Cultural control of weeds can be accomplished through the use of mechanical techniques. Selective removal of the invading weed is recommended in order to avoid the removal of native vegetation. The removal of weeds needs to be performed at an early stage of the growth period of the plant to prevent production and dispersal of seeds. In wildlife sanctuaries, weed control

should not be performed at critical stages of life (i.e. nesting, or migrating) for the local wildlife. In addition, it is a department-wide cultural practice to avoid planting and encouraging plants that are known to be invasive in the sensitive areas of California wildlands.

#### **Herbicidal Control**

No herbicidal control method is being used by the Department at this point in time. Round Up Pro is no longer an acceptable product to be used at our facilities. The Department is currently researching new products to use in place of Round-Up Pro; as of yet, none have been found.

#### **4. Turf Grass Areas**

More than half of all total surface area of any of the facilities may be covered with turf. Turf areas provide the public with a soft place to participate in sports, picnics, or any other recreational activities. The high usage of water, fertilizers, and availability of light necessary for maintaining healthy grass can also provide the perfect environment for opportunistic weeds.

#### **Cultural Control**

Weed management in turf areas will include several cultural control methods including proper mowing and water management. The goal is to maintain healthy lawns with vigorously growing grass that will overcrowd any invading weed plant. Water management is the most important cultural method for weed control. Too much or not enough water will bring stress to the lawn. A lawn that is under stress is incapable of proper growth and development. The stress placed on the lawn grass will give invading weeds a chance to become established and to thrive. Sprinklers should be monitored for any breakage and to ensure that they are providing proper coverage. Sprinklers need to be programmed according to the particular need of the lawn. Proper mowing of lawns is the next important



**CLOVER IN TURF**



**NUTGRASS**

cultural practice that needs to be observed. Proper lawnmower height will cut or injure many unwanted weeds from turf areas. By injuring the weeds, mowing may help prevent them from becoming a nuisance.

#### **Herbicidal Control**

Chemical control for a grass lawn can only be achieved through the usage of a selective herbicide, SedgeHammer Plus, which is targeted for the specific weeds. One of the most troublesome weeds in lawns is the Nut Sedge or Nutgrass; usage



of Trimec and 2-4-D Selective has proven efficient in controlling this weed. Broad leaf weeds, such as English daisies, clovers, and plantains can grow and become problematic in lawn areas. For control of broadleaf weeds, the usage of Trimec and Lontrel is recommended.

Nutgrasses (Yellow Nutgrass, Purple Nutgrass):	SedgeHammer Plus, Trimec, 2-4-D Selective
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Broadleaf Weeds:	Timec, Lontrel
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## Chapter 8: Pesticides

### 1. Definition

A pesticide is any chemical/substance that is used to control pests, including insects (insecticide), weeds (herbicide), fungi (fungicide), algae (algaecide), rodents (rodenticide), and mites (acaricide). The purpose for using pesticides is to eliminate target pests and to control or suppress any unmanageable, large or burgeoning pest populations and infestations that otherwise cannot be controlled by non-chemical means.

### 2. Pesticide Use Determination

The primary strategy for pest management as defined in this Integrated Pest Management (IPM) plan is to optimize turf, plant, and tree vigor through proper maintenance and cultural practices (when applicable), thus fostering resistance or tolerance of harmful pests or pest populations. When these practices do not maintain these pest populations below damage thresholds, chemical control strategies will be considered. Through the IPM process, the use of any pesticide will be based on their indication for use, safety, efficacy, and possible toxicological and environmental impacts. In addition, the current Supervisor/Pest Control Advisor of the pest management section of the Department's Forestry Division, will monitor developments in pesticide research and will consider the use of newly developed, tested, and improved pesticides that have been approved by the Environmental Protection Agency (EPA) and the State of California, Department of Pesticide Regulation (DPR).

### 3. Application

Only employees who have received the State required yearly pesticide safety training and have been thoroughly trained in the safe and proper application of those products will apply all pesticides. Those applicators will also be trained in the proper use of any new pesticides that are approved for use by the Forestry Division and implemented into the Department's IPM program. Any application of a restricted use pesticide (Trimec) will be made under direct supervision or be applied by a State licensed and trained Qualified Applicator. All applicators must wear the proper personal protective equipment (PPE) at all times whenever applying pesticides. In addition, all pesticide application equipment will be properly maintained and cleaned as needed, inspected prior to each use and before any power spray rig is transported behind the applicator's vehicle. All pesticide applications will be selective and limited to targeted areas or pests to minimize the amount being applied and to ensure the integrity of the adjacent non-target areas. To avoid excessive drift of pesticides – especially herbicides – spray applications will not occur if wind speed is over 8 to 10 miles per hour; pesticides will not be applied during wet or inclement weather.

### 4. Rinse Disposal

All pesticides will be rinsed and/or cleaned in accordance with California State DPR recommended procedures, including mixing tanks and spray equipment. In addition, all rinse

and neutralized rinse water will be sprayed from mixing tanks and not drained or dumped, as per California State DPR recommended procedures.

## **5. Pesticide Use Documentation**

The Department of Recreation and Parks Forestry Division maintains the pesticide use records for four years for all pesticide applications in the parks and golf courses. All pesticide use in the Department is reported to the office of Los Angeles County Agricultural Commissioner on a monthly basis. All records of application and postings regarding the park facilities covered under the State's Healthy Schools Act of 2000 (AB2260) are kept at the Forestry Division Headquarters for four years as required by law.

The following sample pesticide use forms, training forms, and records are used by the Department as part of an ongoing program to record the use of all pesticide application functions and to satisfy the requirements of the State of California Department of Pesticide Regulation and the Los Angeles County Agricultural Commissioner:

- A. Written Training Program (Department)
- B. Annual Pesticide Handler Safety Training Record (Department)
- C. Annual Pesticide Handler Safety Training Record (Target Specialty Products)
- D. Annual Equipment Mechanic Pesticide Training Record
- E. California EPA Safety Information No. 8 – Safety Rules for Pesticide Handlers in Non-Agricultural Settings
- F. First Aid and Decontamination Procedures
- G. California EPA Safety Information No. 5 – Protecting yourself from Breathing Pesticides in Non-Agricultural Settings
- H. Department Safety Procedure No. 8 – Respiratory Protection Program
- I. Respirator Fit-Test Record (Department)
- J. Respirator Fit-Test Record (Target Specialty Products)
- K. Pesticide Label Abstract (Target Specialty Products)
- L. Pest Control Recommendation
- M. Pesticide Assignment Sheet
- N. Weekly Pesticide Application Report
- O. Monthly Pesticide Use Report (Department)
- P. Monthly Pesticide Use Report (California DPR)
- Q. Healthy Schools Act 2000 Compliance Packet, Cal. DPR (Infographic/Plan Template/Annual Notification/Individual Notification Request [sample] /Notice of Application [sample] /Warning: Pesticide Treated Area Sign/Pesticide Use Report Form)
- R. Request for Notice of Pesticide Application
- S. Notice of Pesticide Application (Parks)
- T. Notice of Pesticide Application (Golf)
- U. Maintenance of Pesticide Application Equipment (Equipment Repair)

A. Written Training Program (Department)

**WRITTEN TRAINING PROGRAM**

For compliance with  
Section 6724 of the California Code of Regulations

List the titles of the training materials used for your employee pesticide safety training in the spaces provided below.

Include the required Pesticide Safety Information Series Leaflets including A1-A8 for production agriculture of N1-N8 for non-crop uses. List the pesticide product labels and Material Safety Data Sheets. Include the titles of any pesticide safety video tapes, pamphlets, books, magazines articles, or any other materials that you have provided or used to train employees. Address the subjects 1-16 listed below.

a. "The Safe and Effective Use of Pesticides"
b. Labels and SDS for Products
c. Pesticide Safety Information Series N1-N8
d. Department Memo – "Medical Treatment Procedures for Pesticide Injury"
e. Handout: "Signal Words and Symbols"
f. Handout: "Common Pesticide Poisoning Symptoms"
g. Handout: "Service Container Labeling"

Identify the person or firm that will provide the training:

(Trainer's name here): \_\_\_\_\_

The training shall cover each pesticide or chemically similar group of pesticides to be used:

- (1) Format and meaning of information, such as precautionary statements about human health hazards, contained in pesticide product labeling;
- (2) Hazards of pesticides, including acute and chronic effects, delayed effect, and sensitization, as identified in pesticide product labeling, Safety Data Sheets, or Pesticide Safety Information Series leaflets;
- (3) Routes by which pesticides can enter the body;
- (4) Signs and symptoms of overexposure;
- (5) Emergency first aid for pesticide overexposure;
- (6) How to obtain emergency medical care;
- (7) Routine and emergency decontamination procedures, including spill cleanup and the need to thoroughly shower with soap and warm water after the exposure period;

- (8) Need for limitation, appropriate use, and sanitation of any required personal protective equipment;
- (9) Prevention, recognition, and first aid for heat related illness;
- (10) Safety requirements and procedures, including engineering controls (such as closed systems and enclosed cabs) for handling, transporting, storing, and disposing of pesticides;
- (11) Environmental concerns such as drift, runoff, and wildlife hazards;
- (12) Warnings about taking pesticides or pesticide containers home;
- (13) Laws and regulations relating to pesticide safety, Safety Data Sheets, and Pesticide Safety Information Series leaflets;
- (14) The purposes and requirements for medical supervision if organophosphate or carbamate pesticides with the signal word “DANGER” or “WARNING” on the labeling are mixed, loaded, or applied for the commercial or research production of an agricultural plant commodity;
- (15) The location of the written hazard communication information for employees handling pesticides (Pesticide Safety Information Series Leaflet A-8 for production agriculture or N-8 for non-crop uses, Pesticide Safety Information Series Leaflets A1-A7 or N1-N7, and Safety Data Sheets;
- (16) The employee’s rights, including the right:
  - a. To personally receive information about pesticides to which he or she may be exposed;
  - b. For his or her physician or employee representative to receive information about pesticides to which he or she may be exposed; and
  - c. To be protected against retaliatory action due to the exercise of any of his or her rights

The employer shall maintain a copy of the training program while in use and for two years after use, at a center location at the workplace.

NOTE: It is the employer’s responsibility to be familiar with all current laws and regulations pertaining to worker safety requirements. This form may need to be updated periodically. Check with your Agricultural Commissioner.

Los Angeles County Agricultural Commissioner/Weights and Measures Department

B. Annual Pesticide Handler Safety Training Record (Department)

ANNUAL PESTICIDE HANDLER SAFETY TRAINING RECORD				
EMPLOYEE: _____				
Print:	Last Name	First Name	Middle Initial	Signature
EMPLOYER: <u>City of Los Angeles - Dept. of Recreation and Parks</u>				
TRAINER: <u>Gerry Pinnere</u>				
				Region / District
EMPLOYEE DUTIES: <input type="checkbox"/> Applicator <input type="checkbox"/> Service / Repair <input type="checkbox"/> Other _____				
DATE OF TRAINING: _____				
TRAINING TOPICS CHECK LIST				
<input type="checkbox"/> 1. Format and meaning of information, such as precautionary statements about human health hazards, contained in pesticide product labeling.				
<input type="checkbox"/> 2. Hazards of pesticides, including acute and chronic effects, delayed effects, and sensitization, as identified in pesticide product labeling, Material Safety Data Sheets, or Pesticide Safety Information Series leaflets.				
<input type="checkbox"/> 3. Routes by which pesticides can enter the body.				
<input type="checkbox"/> 4. Signs and symptoms of overexposure.				
<input type="checkbox"/> 5. Emergency first aid for pesticide overexposure.				
<input type="checkbox"/> 6. How to obtain emergency medical care.				
<input type="checkbox"/> 7. Routine and emergency decontamination procedures, including spill clean up and the need to thoroughly shower with soap and warm after the exposure period.				
<input type="checkbox"/> 8. Need for, limitations, appropriate use, and sanitation of any required personal protective equipment.				
<input type="checkbox"/> 9. Prevention, recognition, and first aid for heat related illness.				
<input type="checkbox"/> 10. Safety requirements and procedures, including engineering controls (such as closed systems and enclosed cabs) for handling, transporting, storing, and disposing of pesticides.				
<input type="checkbox"/> 11. Environmental concerns such as drift, runoff, and wildlife hazards.				
<input type="checkbox"/> 12. Warnings about taking pesticides or pesticide containers home.				
<input type="checkbox"/> 13. Laws and regulations relating to pesticide safety, Material Safety Data Sheets, and Pesticide Safety Information Series leaflets.				
<input type="checkbox"/> 14. <input type="checkbox"/> N/A The purpose and requirements for medical supervision if organophosphate or carbamate pesticides with the signal word "DANGER" or "WARNING" on the labeling are mixed, loaded, or applied for the commercial or research production of an agricultural plant commodity.				



### TRAINING TOPIC CHECK LIST CONTINUED

☐ 15. The location of the written hazard communication information (Pesticide Safety Information Series leaflet A-8 production agriculture or N-8 for non-crop uses), all required Pesticide Safety Information Series leaflets, and Material Safety Data Sheets.

☐ 16. Employee's rights; including the right:

- (A) To personally receive information about pesticides to which he or she may be exposed;
- (B) For his or her physician or employee representative to receive information about pesticides to which he or she may be exposed; and
- (C) To be protected against retaliatory action due to the exercise of any of his or her rights.

☐ 17. The training shall be in a manner than employee can understand, be conducted pursuant to the written training program, and include response to questions.

☐ 18. Training shall be completed before the employee is allowed to handle pesticides, continually updated to cover any new pesticides that will be handled, and repeated at least annually thereafter.

☐ 19. ☐ N/A The employer shall provide and insure employees use of approved respiratory protective equipment when pesticide product labeling or regulations require respiratory protection or when respiratory protection is needed to maintain employee exposure below an applicable exposure standard found in 8 CCR 5155.

To the best of my knowledge, I have \_\_\_\_\_ have no \_\_\_\_\_ medical conditions which would interfere with wearing a respirator while engaged in potential pesticide exposure situations. I understand that heart disease, high blood pressure, lung disease or presence of a perforated ear drum are examples of conditions that require specific medical evaluation by a physician before safe use of a respirator can be determined.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

If an employee checks that he or she has such a condition, a physician's report of evaluation and approval for respirator shall be on file before work requiring respirator use is allowed. See Pesticide Safety Information Series A-5, N-5 or CCR 6738 for further information.

#### CHECK TRADE NAMES OR COMMON NAMES OF PESTICIDES THAT MAY BE APPLIED

1. <input type="checkbox"/> Balan/ Balan 2.5 G _____ <input type="checkbox"/> Cutrine Plus _____	9. <input type="checkbox"/> Bayleton 25W _____ <input type="checkbox"/> Chipco Aliette _____	17. <input type="checkbox"/> Diazinon 4E _____ <input type="checkbox"/> Dursban 2E _____
2. <input type="checkbox"/> Dimension _____ <input type="checkbox"/> Fusilade _____	10. <input type="checkbox"/> Chipco 26019 _____ <input type="checkbox"/> Chipco 26019 FLO _____	18. <input type="checkbox"/> Dursban 4E _____ <input type="checkbox"/> Dursban 2.5G _____
3. <input type="checkbox"/> Kerb 50 W _____ <input type="checkbox"/> Manage _____	11. <input type="checkbox"/> Cleary 3336 WP _____ <input type="checkbox"/> Daconil 2787 _____	19. <input type="checkbox"/> Dursban 50W _____ <input type="checkbox"/> Merit 75 WSP _____
4. <input type="checkbox"/> Pre-San 12.5 G _____ <input type="checkbox"/> Poast _____	12. <input type="checkbox"/> Eagle WSP _____ <input type="checkbox"/> Fore _____	20. <input type="checkbox"/> Proxol 80 SP _____ <input type="checkbox"/> Tempo 20 WP _____
5. <input type="checkbox"/> Princep Caliber 90 _____ <input type="checkbox"/> Reward _____	13. <input type="checkbox"/> Heritage _____ <input type="checkbox"/> Pace _____	21. <input type="checkbox"/> _____ <input type="checkbox"/> _____
6. <input type="checkbox"/> Rodeo _____ <input type="checkbox"/> Ronstar G _____	14. <input type="checkbox"/> Prostar 50 WP _____ <input type="checkbox"/> Rubigan A.S. _____	22. <input type="checkbox"/> _____ <input type="checkbox"/> _____
7. <input type="checkbox"/> Roundup Pro _____ <input type="checkbox"/> Surflan A.S. _____	15. <input type="checkbox"/> Subdue 2E _____ <input type="checkbox"/> Terraclor 75% WP _____	23. <input type="checkbox"/> _____ <input type="checkbox"/> _____
8. <input type="checkbox"/> Trimec _____ <input type="checkbox"/> Weed-Hoe 108 _____	16. <input type="checkbox"/> Tersan 1991 _____ <input type="checkbox"/> Vorlan DF _____	24. <input type="checkbox"/> _____ <input type="checkbox"/> _____

### C. Annual Pesticide Handler Safety Training Record (Target Specialty Products)

ANNUAL PESTICIDE HANDLER SAFETY TRAINING RECORD			
<b>EMPLOYEE:</b> _____			
Print:	Last Name	First Name	Signature
<b>EMPLOYER:</b> City of Los Angeles			
<b>Trainer:</b> _____			
Print:	Last Name	First Name	
<b>EMPLOYEE DUTIES:</b> Applicator Service/Repair Other _____			
<b>DATE OF TRAINING:</b> _____			
TRAINING TOPICS CHECK-OFF LIST			
<input type="checkbox"/>	1. Format and meaning of information, such as precautionary statements about human health hazards, contained in pesticide product labeling		
<input type="checkbox"/>	2. Hazards of Pesticide, including acute and chronic effects, delayed effects, and sensitization, as identified in pesticide product labeling, Material Safety Data Sheets, or Pesticide safety Information Series leaflets.		
<input type="checkbox"/>	3. Routes by which pesticides can enter the body.		
<input type="checkbox"/>	4. Signs and symptoms of overexposure		
<input type="checkbox"/>	5. Emergency first aid for pesticide overexposure		
<input type="checkbox"/>	6. How to obtain emergency medical care.		
<input type="checkbox"/>	7. Routine and emergency decontamination procedures, including spill clean up and the need to thoroughly shower with soap and warm water after the exposure period.		
<input type="checkbox"/>	8. Need for, limitations, appropriate use, and sanitation of any required personal protective equipment.		
<input type="checkbox"/>	9. Prevention, recognition, and first aid for heat related illness.		
<input type="checkbox"/>	10. Safety Requirements and procedures, including engineering controls (such as closed systems and enclosed cabs) for handling, transporting, storing, and disposing of pesticides.		
<input type="checkbox"/>	11. Environmental concerns such as drift, runoff, and wildlife hazards.		
<input type="checkbox"/>	12. Warnings about taking pesticides or pesticides containers home.		
<input type="checkbox"/>	13. Laws and regulations relating to pesticide safety, Material Safety Data Sheets, and Pesticide Safety Information Series leaflets.		
<input type="checkbox"/>	14. <input type="checkbox"/> N/A The purpose and requirements for medical supervision if organophosphate or carbamate pesticide with the signal word "Danger" or "Warning" on the labeling are mixed, loaded, or applied for the commercial or research production of an agricultural plant commodity.		



☐ 15. The Location of the written Hazardous Communication Information For Employees Handling Pesticides (Pesticide Safety Information Series leaflet A-8), other Pesticide Safety Information Series leaflets, and Material Safety Data Sheets.

☐ 16. Employee's rights; including the right:

A. To personally receive information about the pesticides to which he or she may be exposed.

B. For his or her physician or employee representative to receive information about the pesticides to which he or she may be exposed; and

C. To be protected against retaliatory action due to the exercise of any of his or her rights.

☐ 17. The training shall be in a manner the employee can understand, be conducted Pursuant to The written training program, and include response to questions.

☐ 18. Training shall be completed before the employee is allowed to handle pesticides, continually updated to cover any new pesticides that will be handled, and repeated at least annually thereafter.

☐ 19. ☐ N/A The employer shall provide and assure employees use approved respiratory protective equipment when pesticide product labeling or regulations require respiratory protection or when respiratory protection is needed to maintain employee exposure below an applicable exposure standard found in 8 CCR 5155.

To the best of my knowledge, I have \_\_\_\_\_ have no \_\_\_\_\_ medical conditions which would interfere with wearing a respirator while engaged in potential pesticide exposure situations. I understand that heart disease, high blood pressure, lung disease or presence of a perforated ear drum are examples of conditions that require specific medical evaluation by a physician before safe use of a respirator can be determined.

Name \_\_\_\_\_ Date \_\_\_\_\_

If employee checks that he or she has such a condition, a physician's report of evaluation and approval for respirator use must be on file before work requiring respirator use is allowed. See Pesticide Safety Series leaflet N-5/ A-5 or CCR 6738

LIST OF TRADE NAMES OR COMMON NAMES OF PESTICIDES COVERED IN TRAINING		
Banner MAXX	Chipco 26GT	Daconil Weather Stik
Dursban 50 WSP	Heritage	Merit 75 WSP
Millenium Ultra	ProStar 70WP	Roundup Pro
Roundup Pro Dry	Subdue 2E	

## D. Annual Equipment Mechanic Pesticide Training Record

City Of Los Angeles  
Department Of Recreation and Parks

ANNUAL EQUIPMENT MECHANIC PESTICIDE TRAINING RECORD

Print Name \_\_\_\_\_ Class \_\_\_\_\_ Dept. # \_\_\_\_\_

Division \_\_\_\_\_ Div. # \_\_\_\_\_ Instructor \_\_\_\_\_

Topics covered: Employee Initials

Safety Procedures for Testing Equipment \_\_\_\_\_

Label Comprehension \_\_\_\_\_

Signal Words and Symbols, Toxicity Categories \_\_\_\_\_

Pesticide Safety, MSDS, Pesticide Safety Series \_\_\_\_\_

Protective Clothing & Equipment \_\_\_\_\_

Symptoms of Pesticide Poisoning \_\_\_\_\_

Emergency Medical Treatment (First Aid) \_\_\_\_\_

Immediate Decontamination of Skin & Eyes \_\_\_\_\_

I certify by my signature that I have received and understood the safety training in the subjects covered above.

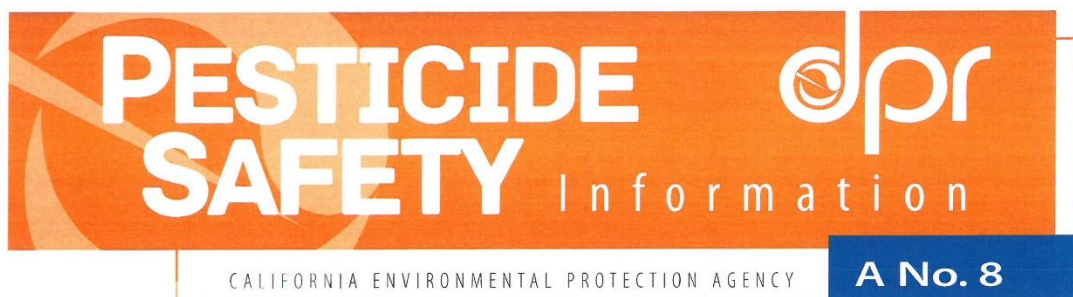
\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

original: Forestry Division  
copy: Personnel Division  
Employee

E. California EPA Safety Information No. 8 – Safety Rules for Pesticide Handlers in Non-Agricultural Settings



## Safety Rules for Pesticide Handlers in Agricultural Settings

**The pesticide label, your training, and the Pesticide Safety Information Series (PSIS) leaflets tell you about pesticide dangers at work.** To handle pesticides in agriculture (on farms, forests, nurseries or greenhouses) you must be at least 18 years old.

Your employer must teach you how to use pesticides safely and how to protect yourself when you use them. Pesticides are chemicals that are used to control pests: unwanted insects, predatory animals, rodents, weeds, and plant diseases. Spray adjuvants are also pesticides under California law.

### EMERGENCY MEDICAL CARE

Your employer must make plans for emergency medical care before you start working with pesticides. If you think that pesticides made you sick or hurt you at work, immediately tell your employer. They must make sure that you are taken to a doctor right away. **DO NOT TAKE YOURSELF.**

Emergency medical care is available at:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

If more space is needed, your employer may attach a list of medical facilities to this leaflet and write, "See attached list" in the above space. If this information changes, your employer must update it within 24 hours.

**REMEMBER:** You DO NOT have to pay for medical care if you get sick or hurt from pesticides at work.

.....



**EMPLOYERS:** This is the hazard communication leaflet for pesticide handlers. Fill in the blank lines in this leaflet and display a copy of this handout at a central location in the workplace (such as an employee break room). This leaflet must also be posted at all permanent decontamination facilities and decontamination facilities serving 11 or more handlers. If requested, you must read this leaflet to an employee in a language the employee understands.



## WHAT ARE MY RIGHTS?

Your employer must explain your rights to you. If you need help understanding your rights, call or go to your local County Agricultural Commissioner's office, local legal aid and worker's rights organization, union, or the Department of Pesticide Regulation (DPR).

### 1. Right to Know

You have the right to know the following about pesticides that have been used recently where you work:

- The crop or site treated and where the treated area is
- When the application started and ended
- The restricted entry interval (REI)
- Name of the pesticide, U.S. EPA registration number, and active ingredient(s)
- The Safety Data Sheet (SDS) for the applied pesticide. The SDS tells you about the pesticide and its dangers.

As part of your training, your employer must tell you where this information is kept. Your employer must also let you see the records anytime you want without having to ask for them.

**You can find information about recent pesticide use at:**

(Employers: This is the application-specific information)

ADDRESS: \_\_\_\_\_

### 2. Right to Worker's Compensation

If you get sick or hurt **BECAUSE OF YOUR JOB**, you have the right to file for worker's compensation. Worker's compensation will pay for your medical bills, and sometimes, lost pay.

### 3. Right to Access and Review Records

You have the right to look at pesticide use records, applicable pesticide safety series leaflets, and SDSs for all pesticides used in the last two years where you work. You also have the right to review your training records, medical supervision records, and any other documents related to monitoring or potential exposure. You must be informed of the location of the records before you handle pesticides and in your annual training.

These records are kept at:

ADDRESS: \_\_\_\_\_

If this location changes, your employer must promptly tell you of the new location.

SAFETY TIP

8

#### HOW CAN I TELL WHICH PESTICIDES ARE MORE DANGEROUS?

Most pesticide labels have a signal word ("Danger," "Warning," "Caution") on the front of the label. This word tells you about the acute health effect of the pesticide.

**IF YOU THINK pesticides have made you sick at work, immediately tell your employer. Your employer must make sure that you are taken to the doctor IMMEDIATELY.**

#### 4. Right to Obtain Information

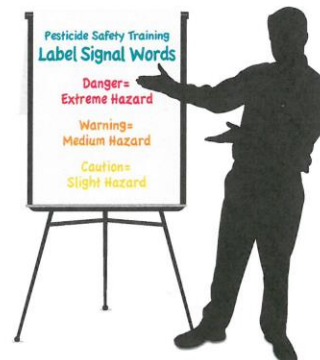
You, your doctor, or your representative designated in writing can receive information about your pesticide exposure, or any other pesticide record your employer is required to keep.

#### 5. Right to Report Unsafe Conditions

Pesticide safety for workers is the top priority of the County Agricultural Commissioner and DPR. You have the right to report unsafe pesticide work conditions and suspected pesticide use violations without being punished or fired. Neither the grower nor your employer will be told who made the complaint. Your statements about the safety problems must be checked out right away.

#### 6. Right to Be Protected From Retaliation

You are protected from being fired, from discrimination, and from any retaliatory action due to the exercise of any of your rights.



### WHO DO I TELL ABOUT DANGERS AT WORK?

Pesticides are only one kind of danger at your work. If you have a complaint about a pesticide safety problem, call your County Agricultural Commissioner. You can look up the Commissioner's number in the government pages of your local phone book, or by calling DPR's information line, 1-87PestLine (1-877-378-5463). If you have other health and safety complaints (bathrooms, heat stress, drinking water, etc.), file them with the California Department of Industrial Relations Cal/OSHA office by calling: 1-844-522-6734.

### WHAT PESTICIDE TRAINING SHOULD I GET?

Your employer must give you training in a way that you understand **BEFORE** you begin working with pesticides, and anytime you work with new pesticides.

You must get training **EACH YEAR** to remind you how to work with pesticides safely. Your employer must:

- Tell you the ways a pesticide can hurt you and how to safely use each pesticide you work with (ask your employer for the A-1 safety leaflet to learn more about training).
- Tell you how to move pesticides from one place to another, or dispose of empty pesticide containers (there are special rules your employer must tell you about. Ask for the A-2 safety leaflet for more information).
- Give you extra training if you use engineering controls such as closed mixing systems (ask your employer for the A-3 safety leaflet).
- Train you on first aid and emergency decontamination (ask your employer for the A-4 safety leaflet).
- Give you extra training if you have to use a respirator (ask your employer for the A-5 safety leaflet).

Pesticide Name	
EPA Registration No.	
Active Ingredients	xx%
Inert Ingredients	x%
<b>DANGER</b>	
First Aid	
Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur.	
Precautionary Statements	
Hazards to Humans	
Personal Protective Equipment	
Environment Hazards	
Agricultural Use Requirements	
Em ipsum dolor sit amet, consecteturhendit in voluptate velit esse cillum dolore eu fu	
Directions for Use	
Excepteur sint occaecat cupidatat non proident, sunt incul pa qui officia deserunt mollit anim id est laborum.	

- Train you to wash your work clothes separately from other clothes before wearing them again (ask your employer for the A-7 safety leaflet).

**Other safety leaflets mentioned in this document should be part of your training. They are free and are available from your employer, your County Agricultural Commissioner, or DPR's website at <http://www.cdpr.ca.gov/docs/whs/psisenglish.htm>.**

All the information about your training must be written down. You will be given a paper to sign to show you have been trained and what pesticides you have been trained on. Only sign this form after you have finished the training and you understand what you heard.

## ARE THERE ANY EXTRA RULES FOR VERY DANGEROUS PESTICIDES?

Yes, there are two groups of pesticides that California has extra rules for because they could be especially dangerous to you: organophosphate and carbamate pesticides and minimal exposure pesticides.

### 1. Organophosphate and Carbamate Pesticides

Cholinesterase is a chemical in your body that helps your nerves work properly. Exposure to organophosphates and carbamates can keep cholinesterase from working and make you sick. If you mix, load, or apply organophosphates or carbamates with the signal word "Danger" or "Warning," your employer must record how often you are exposed to these pesticides. If you handle these pesticides more than six days in any 30 day period, California's rules say you must get extra medical care. Ask your employer for the A-10 safety leaflet for more information on these pesticides.

If you need extra medical care, your employer maintains test results and recommendations of the medical supervisor. The doctor providing extra medical care for organophosphates and carbamates is:

DOCTOR'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_



### 2. Minimal Exposure Pesticides

These are the agricultural minimal exposure pesticides:

- Bromoxynil (Buctril, Maestro)
- Oxydemeton-methyl (Metasystox-R (MSR), Inject-A-Cide)
- Propargite (Omite, Comite)

See the A-6 safety leaflet for more information about safety rules if you have to work with these pesticides.



## SUMMARY OF INFORMATION YOUR EMPLOYER MUST KEEP

Information	Location
Training records	Central workplace location
Written training program	Central workplace location
Completed Pesticide Safety Information Series (PSIS) A-8	Display at central workplace location and post at decontamination facility serving 11 or more handlers
Respirator program and employee consultations	Employer's headquarters
Respirator medical evaluation result	Employer's headquarters
Respirator fit test records	Employer's headquarters
Respirator voluntary use display (if allowed by employer)	Display alongside completed PSIS A-8
Accident response plan (fumigants)	Work site
Pesticide label	Work site
Applicable Pesticide Safety Information Series leaflets (A1-A10)	Central workplace location
Emergency medical care posting	Work site or work vehicle
Application-specific information	Central workplace location
Safety Data Sheets	Central workplace location
Pesticide use records	Central workplace location

## PROPOSITION 65

In 1986, a law called the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) was passed. It requires California to make a list of chemicals that can cause cancer, birth defects, or other reproductive harm. The Proposition 65 list contains many different chemicals, including dyes, solvents, pesticides, drugs, and food additives. If a pesticide you use is on the Proposition 65 list, your employer must warn you if you could be exposed to enough pesticide to cause a significant health risk. Your employer may also choose to tell you if a pesticide on the Proposition 65 list has been sprayed, even if health problems are not likely. As stated above, your employer must keep information on each pesticide application at the address listed on page 2 and allow you to look at it. If you are not sure of this location, ask your employer.

You can find the list of pesticides that are on the Proposition 65 list and that might be used in California at <http://www.cdpr.ca.gov/docs/dept/factshts/prop65.htm>.



If you don't get all the information you need in your training or want to make a pesticide use complaint, you should call your County Agricultural Commissioner, or the DPR for more information. You can find the Commissioner's number in your local white pages phone directory, by calling 1-87PestLine, or at: [www.cdpr.ca.gov/exec/county/countymap/](http://www.cdpr.ca.gov/exec/county/countymap/)

DPR's Regional Offices are:

- Northern (West Sacramento) 916/376-8960
- Central (Clovis) 559/297-3511
- Southern (Anaheim) 714/279-7690



All safety leaflets are available at: [www.cdpr.ca.gov/docs/wlws/psisenglish.htm](http://www.cdpr.ca.gov/docs/wlws/psisenglish.htm)

## Safety Tips

### HOW TO PROTECT YOUR SKIN



- Wear clothes with long sleeves and long pants, shoes or boots, socks, a hat and/or scarf, and gloves
- Make sure they are clean and without holes



- Always wash your hands before eating, drinking, smoking, chewing gum, using your phone, or going to the bathroom
- Do not cook food with wood found in the field

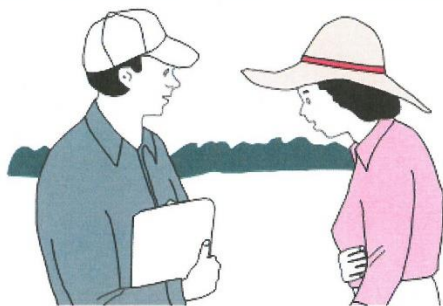


- Pesticides can get on work clothes and then on your skin
- Wash work clothes before wearing them again
- Wash work clothes separate from other clothes



- Take a bath or shower as soon as you get home from work and before any contact with children or family
- Wash with soap and water, and use shampoo on your hair
- Put on clean clothes

### WHAT TO DO IN CASE OF ILLNESS



- Pesticides can get on your skin and clothes when you touch treated plants, soil, irrigation water, tractors, and other equipment, on used personal protective equipment, or are exposed to spray drift
  - They can move from your clothes and onto your skin
  - Some pesticides can easily go through your skin and make you sick
  - Tell your employer immediately if you are sick (headache, stomach ache, vomiting, dizzy) or hurt at work
  - He or she must make sure you are taken to a doctor
- Have someone else drive you to the doctor if you are sick or injured. DO NOT DRIVE YOURSELF**

### FIRST AID



- Wash immediately with the closest clean water if pesticides are spilled or sprayed on your clothes or skin
- Change into clean clothes
- Tell your employer about the spill after washing



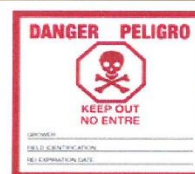
- Wash if your eyes or skin begin to itch or burn
- Use lots of water
- Tell your employer you should go to a doctor

### ALWAYS REMEMBER



- Never put pesticides in food or drink containers
- Do not take farm pesticides or their containers home

### STAY SAFE!



- Keep children and family away from pesticides
- Follow directions about keeping out of treated areas and application exclusion zones



## F. First Aid and Decontamination Procedures

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### Pesticide Safety Training

#### FIRST AID AND DECONTAMINATION PROCEDURES

If you get pesticide on your skin:

- ✓ Remove the poison as quickly as possible. Remove all contaminated clothing.
- ✓ Drench skin with water.
- ✓ Wash skin, hair, and under fingernails thoroughly with considerable amounts of soap and cold water.

If you splash pesticide in your eyes:

- ✓ Wash eyes immediately with gentle stream of clean running water for a minimum of 15 minutes.
- ✓ Do not use chemicals or drugs in wash water.

If you swallow pesticide:

- ✓ Call a doctor or Regional Poison Control Center immediately.
- ✓ Follow recommendations made by physician or Poison Control Center.

If you inhale pesticide:

- ✓ Get fresh air immediately.

In all situations:

Obtain a label of the pesticide(s) you have been using and take with you to the medical care provider.

Inform your supervisors of any accident. They are required to transport you to a medical care provider.

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(Employee Signature)

(Date)

## G. California EPA Pesticide Safety Information No. 5 – Protecting Yourself From Breathing Pesticides in Non-Agricultural Settings



### Protecting Yourself From Breathing Pesticides in Non-Agricultural Settings

**If you might be exposed to harmful dusts, droplets, or vapors, a respirator can help protect you.** A respirator is a form of personal protective equipment (PPE). You must wear a respirator anytime the pesticide label, California's rules, or your employer requires one. If the label tells you to "avoid breathing dust, vapor, or mist" and you cannot do this, you may also need to wear a respirator.

Your employer must know what type of respirator is required for your work. Your employer must give you, at no cost, a respirator when it is needed and you must wear it.



#### CAN ANYONE USE A RESPIRATOR?

Breathing through a respirator can be very hard for some people. People with certain problems, such as high blood pressure, heart disease, or lung disease, may not be able to wear a respirator safely. If you are handling a pesticide and are supposed to use a respirator, your employer must get a doctor's permission before you are allowed to use it. The doctor will review a questionnaire that your employer will have you fill out. The doctor may also examine you. Your employer must tell the doctor what type of respirator you will use, your work site activities, and what the air temperatures might be while you are wearing the respirator. The doctor must give a report to your employer (and give you a copy) about whether or not you can wear a respirator safely before you use one. Your employer must follow the doctor's written orders. You do not need to be seen by the doctor again unless your health changes or the doctor thinks you need additional checkups. If this happens, notify your employer that you may need to be seen by the doctor again.

**YOU MUST ALWAYS WEAR a respirator anytime the pesticide label or California's rules require one.**

## IF I HAVE A MUSTACHE OR A BEARD, CAN I WEAR A RESPIRATOR?

If you have a beard, a wide mustache, or long sideburns, a respirator cannot protect you properly because it cannot make a tight seal on your face. You cannot have facial hair wherever the mask contacts your face.

If your respirator does not make a tight seal on your face, your employer cannot let you do the work. Your employer can give you a different type of respirator that does not need a tight seal, or can provide a closed system or enclosed cab for some uses (See the N-3 safety leaflet for more information on engineering controls and PPE).

## WHAT ELSE DO I NEED BEFORE I CAN WEAR A RESPIRATOR?

### 1. Fit Testing

After the doctor says you can wear a respirator, and before you use a respirator for the first time, you must be fit tested to make sure the respirator fits your face properly. Respirators come in different sizes. You may need to wear different respirators when you work with different pesticides. It is very important that any respirator you wear properly fits your face. Your employer or someone he or she hires will make sure the respirator fits your face and works to protect you. Fit testing must be done every year you have to wear a respirator, and any time there are changes to the way your respirator fits your face. When checking how your respirator fits your face, wear it in an area where there are no pesticides. If you wear eye glasses to help you see, or safety glasses or goggles to protect you while working, these cannot interfere with the fit of your respirator.

### 2. Training

Your employer must make certain you are trained on:

- Why you need to wear a respirator, and what it can and cannot do,
- How to use, inspect, and take proper care of the respirator,
- How to use a respirator in an emergency, including when the respirator doesn't work right,
- How you may feel if the respirator is not working properly, and
- How to check your respirator fit and seals each time you put on the respirator.

You must be trained before you can use a respirator and every year you wear a respirator after that. As part of your training, your employer may ask if your respirator still fits, and if the types of respirators you use and the respirator maintenance are still working for you.





Most respirators do not really “clean the air.” What they do is cut down the amount of harmful chemicals getting into your lungs. They do this with special filtering materials. There are many kinds of respirators that will protect you from different dangers. The label, California’s rules, or your employer will tell you what kind of respirator to use. To keep you safe, it is important for the respirator to match your work. For example, some pesticides change into vapor, so you might need to wear a half-face respirator with special filters (cartridges) to protect your lungs. In other cases where the pesticide is a dust, a filtering face piece (like the one pictured) may be all that is necessary to protect you, or you might need to have a self-contained breathing apparatus (SCBA) to make sure you have clean breathing air.

## HOW CAN I TELL IF MY RESPIRATOR IS NOT WORKING?

Filters can stop working after a while and the pesticide can either pass through them and you will breathe it in, or the filter can clog up and make breathing very difficult. Because many pesticides do not have a smell or cause any irritation, your employer must tell you when and how often to replace the filters. If you notice a smell, odd taste, burning eyes or throat, or it gets hard for you to breathe, leave the area **RIGHT AWAY**. Go to a safe area that contains no pesticides. Then take off your respirator and look at it carefully. Is it torn, cracked, worn out, or dirty? If it is, ask your employer to replace your respirator. If there are no problems you can see, you may need to change the filter.

You can determine when to replace the filter by following these rules in order (if number 1 doesn't apply, move to number 2, and so on):

- 
- A white, cup-shaped respirator mask with yellow straps. The front of the mask features a 'WARNING' label, a 'CE' mark, and the number '8210'. The mask is shown against a white background.



## WHO TAKES CARE OF THE RESPIRATOR?

Your employer must make sure your respirator is inspected before you use it and when you clean it. Your employer can train you how to do this. Your employer must make sure respirators for emergency use are checked monthly and a log of the checks is kept with the respirator. When respirators are broken, your employer must fix them. If they cannot be fixed, your employer must get new ones.

Do not use someone else's respirator. Your employer must give you your own respirator and make sure it gets cleaned and disinfected after use, or give you a respirator that can be thrown away after one use.

Your employer must make sure that all PPE, including respirators, are stored away from pesticides. Respirators also need to be protected from dust, sunlight, and big changes in temperature when stored. Water or certain chemicals can also damage the filters or cartridges. Other chemicals can damage the mask itself. Respirators should be stored so the face piece does not become bent. Hard plastic containers with air tight lids are good storage containers for respirators.

## WHAT RECORDS MUST MY EMPLOYER KEEP?

Your employer must keep the following as long as you need to wear a respirator and for at least three years after you no longer need to wear one:

- Written respirator program.
- Doctor's evaluation result.
- Training, employee consultation, and fit test records.

Your employer must let you look at these records anytime you want to.



*If you don't get all the information you need in your training or want to make a pesticide use complaint, you should call your County Agricultural Commissioner, or the DPR for more information. You can find the Commissioner's number in your local white pages phone directory, by calling 1-877PestLine, or at: [www.cdpr.ca.gov/exec/county/countymap/](http://www.cdpr.ca.gov/exec/county/countymap/)*

DPR's Regional Offices are:

- Northern (West Sacramento) 916/376-8960
- Central (Clovis) 559/297-3511
- Southern (Anaheim) 714/279-7690



All safety leaflets are available at:  
[www.cdpr.ca.gov/docs/whs/psisenglish.htm](http://www.cdpr.ca.gov/docs/whs/psisenglish.htm)

H. Department Safety Procedure No. 8 – Respiratory Protection Program

 DEPARTMENT OF RECREATION AND PARKS	<b>INSTRUCTION</b>		INSTRUCTION NO.	
	<b>SUBJECT: RESPIRATORY PROTECTION PROGRAM</b>		DATE 10/2019 (revised)	
			DIST. P	ORIGINATOR HR
			PAGE(S) 1 of 28	

**Department of Recreation & Parks**

**RESPIRATORY PROTECTION PROGRAM**



**HUMAN RESOURCES/  
SAFETY DIVISION**

R & P 0368 (4-85)

Department of Recreation and Parks INSTRUCTION	SUBJECT RESPIRATORY PROTECTION PROGRAM	INSTRUCT. NO.	DATE 10/2019	PAGE 2
<p><b>1.0 POLICY STATEMENT</b></p> <p>The Respiratory Protection Program is an addendum that endorses the Department of Recreation and Park's Injury and Illness Protection Program (IIPP), in regards to respiratory protection from harmful airborne dusts, particulates, fumes, mists, gases, smokes, sprays or vapors. To achieve the requirements, it requires a collaborative effort by all employees, supervisors and management to ensure the program is established, maintained and implemented, corresponding to Title 8, California Code of Regulations (CCR), Respiratory Protection Program, section 5144.</p> <p><b>2.0 PURPOSE</b></p> <p>The purpose of this respiratory program is to ensure that all employees under the program are properly protected from respiratory hazards and comply with Title 8 state regulations. Whenever it is feasible, this is first initially accomplish through engineering controls such as ventilation or substitution with a less harmful substance, and administrative controls by limiting the duration of exposure. When the control methods are not adequate of minimizing exposure to airborne substances, respirators may be needed for employees to work safely in potentially hazardous work environments. The written program outlines the Department's respiratory protection requirements, provides information on respirator selection, use, fit-testing, training, and care of respirators.</p> <p><b>3.0 RESPONSIBILITIES</b></p> <p><b>3.1 General Manager</b> Has the responsibility of establishing and endorsing the Respiratory Protection Program in addition to the Injury and Illness Prevention Program, which includes Federal, State, City and Departmental regulations/policies that govern activities/responsibilities. Leadership with adequate funding to provide create a safe workplace environment.</p> <p><b>3.2 Human Resources / Safety Office Division</b> The Safety Division is the designated Respiratory Program Administrator is responsible for managing and administrating the Department's Respiratory Protection Program, including the authority to enforce all applicable safety and health regulations. In addition:</p> <ol style="list-style-type: none"> <li>1. Develop, implement, evaluate, and maintain the Department's written Respiratory Program in accordance with Cal-OSHA regulations, City and Departmental policies.</li> <li>2. Assist in the evaluation of respiratory hazards in the work environment.</li> <li>3. Guidance to Divisions for the selection, use, maintenance, and storage of approved respirators.</li> <li>4. Provide technical assistance with initial training to managers, supervisors, leads and those who supervise on the requirements of the program. <ul style="list-style-type: none"> <li>• Training and fit testing.</li> </ul> </li> <li>5. Assist on obtaining services from Medical Services Division (MSD). <ul style="list-style-type: none"> <li>• Medical questionnaire &amp; appointments</li> </ul> </li> </ol> <p><b>3.3 Medical Services Division (Citywide Personnel Department)</b> Provides occupational medical services to City employees for pre-employment and required testing exams for Title 8, CCR compliance requirements.</p> <ol style="list-style-type: none"> <li>1. The development, implementation, and maintenance of the medical evaluation program for employees identified as respirator users. This program includes the medical questionnaire to identify those who are in the respirator program.</li> </ol>				



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<ol style="list-style-type: none"> <li>2. Ensure the medical questionnaire and examinations are administered confidentially during the employee's normal working hours or at a time and a place convenient to the employee.</li> <li>3. Provide the employee with an opportunity to discuss the questionnaire and/or evaluation results with the physician or other licensed health care professional.</li> <li>4. Maintain all medical records required by this program.</li> </ol> <p><b>3.5 Managers/Supervisors/Leads/Those who Supervise</b> Employees who supervise shall be knowledgeable of the subject matter and implement the Department's Respiratory Protection Program. A copy of the written program shall remain at each reporting facility and readily available for review by any employee. Also, responsible for implementing, maintaining and informing their employees of all provisions within the Department's Respiratory Protection Program:</p> <ol style="list-style-type: none"> <li>1. Ensure that employees under this program fills out medical evaluation, attends the training, and fit-testing before a respirator is issued. <ul style="list-style-type: none"> <li>• Evaluation, training &amp; fit testing requires to be conducted annually.</li> </ul> </li> <li>2. Ensure the availability of appropriate respirators, parts, and accessories.</li> <li>3. Maintain occupational safety and health screening cards or other documentation received from Medical Services and/or employee waiver on volunteer usage.</li> <li>4. Implement airborne hazard controls (engineering/administrative). <ul style="list-style-type: none"> <li>• If not able to meet threshold criteria, implement PPE respiratory protection.</li> </ul> </li> <li>5. Ensure that respirators are properly used, cleaned, maintained, and stored according to the Respiratory Protection Program and manufacturer's recommendations.</li> <li>6. Continually monitor work areas and operations to identify respiratory hazards.</li> <li>7. Provide employees exposed to airborne contaminants that exceed regulatory limits with an approved respirator appropriate for work activities.</li> <li>8. Consult with the Respiratory Program Administrator to address respiratory hazards or other concerns regarding this program.</li> </ol> <p><b>3.6 Regional Respiratory Coordinator (RRC)</b> The Regional Respiratory Coordinator (RRC) is responsible for assisting Safety on respirator fit testing in their Divisional regions. Further duties of the RRC require:</p> <ol style="list-style-type: none"> <li>1. Work in cooperation with supervisory staff from their respective region and the Respiratory Program Administrator to assist on implementing the Department's Respiratory Program.</li> <li>2. Arrange required annual training, annual fit-testing and reserve location for classroom setting.</li> <li>3. Act as liaison with the Respiratory Program Administrator to ensure that the program is consistent with the Department's procedures, and questions/concerns pertaining to the Respiratory Protection Program.</li> <li>4. Verification with supervisors that employees are medically cleared (Occupational Health Screening card) before fit-testing.</li> <li>5. Provide suggestions/input to Safety.</li> </ol>				



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<p><b>3.7 Employees (Respirator Users)</b> Employees under this program are responsible for complying with requirements outlined in this written program. Each employee will be held accountable for complying with applicable Federal, State, City and Departmental policies/regulations. If the user disregards the established respiratory policies, he or she will be reported to their Supervisor and Human Resource Departmental Personnel Analyst. This may result in disciplinary action. In addition, employees must also comply with the following:</p> <ol style="list-style-type: none"> <li>1. Each employee has the responsibility to wear his/her respirator when and where required in the manner in which they were trained based on workplace hazards.</li> <li>2. Understand and follow the requirements of the Department's written Respiratory Protection Program.</li> <li>3. Maintain respirators as instructed with manufacturer's recommendations and store them in a clean sanitary location.</li> <li>4. Immediately report any deficiencies/malfunctions of their respirator to his/her supervisor.</li> <li>5. If not adequately addressed in the workplace and any other concerns, inform Supervisor or Respiratory Program Administrator of any respiratory hazards.</li> <li>6. Participate in the required medical surveillance program through Personnel Department's Medical Services Division.</li> <li>7. Provide any documentation (e.g. occupational health screening cards, medical restriction documentation, etc.) to immediate supervisor.</li> <li>8. Follow Department's written Respiratory Protection Program, instructions, training, and Cal-OSHA regulations.</li> <li>9. Use only respirators for which he/she has been trained and fit tested.</li> <li>10. Participate and receive annual fit-test and training.</li> <li>11. Perform user seal check each time a respirator is worn.</li> <li>12. Change filters on their respirator according to established change schedule, End-of-Service-Life-Indicator (ESLI), or if he/she experiences an abnormal odor or irritation that indicates a cartridge needs replacement. <ul style="list-style-type: none"> <li>• Once package is open, mark date of service with a permanent marker.</li> </ul> </li> <li>13. Facial hair must <b>not</b> interfere with the seals and/or valves of the respirator.</li> </ol> <p><b>4.0 SELECTION OF RESPIRATORS</b> All respirators must be chosen and used according to the limitations that are listed on the National Institute for Occupational Safety and Health (NIOSH) certification, which appears on the certification label (found in the respirator box, instructions, or cartridge label). The respirator must be used in compliance with the conditions of its certification. Certain models or types of respirators may be uncomfortable to wear, cumbersome to use, or may cause anxiety for some users. Supervisors must ensure other respirator models and sizes are available with appropriate protection to employees. Safety will assist supervisors on respirator and cartridge selection based on the hazards to which workers are exposed, limitations on respirator type, and in accordance with Cal-OSHA regulations. Selection of the proper respirator for the task should be based on the results of initial air monitoring and/or an evaluation of the respiratory hazards. The evaluation includes:</p>				

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<ol style="list-style-type: none"> <li>1. Review of work processes to determine potential exposures to hazardous substances may occur. The assessment will be conducted by surveying the workplace, reviewing process records, and talking with employees and supervisors.</li> <li>2. Review of Safety Data Sheet (SDS) corresponding to chemicals used throughout the Department.</li> <li>3. Identification of the type of respiratory hazard (oxygen deficiency or specific contaminants).</li> <li>4. Nature of contaminants (gas, vapor, mist, dust, or fume).</li> <li>5. Anticipated concentration of the contaminant. <ul style="list-style-type: none"> <li>• Air monitoring will be performed as needed basis.</li> </ul> </li> <li>6. Warning properties of the contaminant.</li> <li>7. Potential eye hazards.</li> <li>8. Physical requirements and the period of time required for performing tasks.</li> <li>9. The assigned protection factors listed in Table 2.</li> <li>10. The potential for the atmosphere to change to a more hazardous condition, which would require a different type of respiratory protection equipment.</li> </ol> <p>Refer to <i>Table 1 (page 6)</i> - represents a simplified version of characteristics and factors used for respirator selection. It does not specify the contaminant concentrations or particle size.</p>				

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**Table 1. Recommended Respirator Use By Hazard**

Hazard	Respiratory Protection
1. Oxygen Deficiency Immediately Dangerous to Life or Health  Not Immediately Dangerous to Life or Health	-Any positive-pressure SCBA  -Combination positive-pressure SAR with auxiliary self-contained air supply
2. Gas and Vapor Contaminants Immediately Dangerous to Life or Health  Not Immediately Dangerous to Life or Health	-Positive-pressure SCBA. Combination positive-pressure SAR with auxiliary self-contained air supply -Any positive-pressure SAR. Gas mask. Chemical cartridge respirator.
3. Particle Contaminants	Any positive-pressure SAR including abrasive blasting respirator. Powered air-purifying respirator equipped with high-efficiency filters. Any air-purifying respirator with a specific particulate filter.
4. Gaseous and Particulate Contaminants Immediately Dangerous to Life or Health  Not Immediately Dangerous to Life or Health	-Positive-pressure SCBA. Combination positive-pressure SAR with auxiliary self-contained air supply. -Any positive-pressure supplied air respirator. Gas mask. Chemical-cartridge
5. Escape from contaminated atmosphere that may be Immediately Dangerous to Life or Health	Any positive-pressure SCBA. Gas mask. Combination positive-pressure SAR with escape SCBA. Self-rescue mouthpiece respirator approved for escape only.
6. Firefighting	Any positive-pressure SCBA

#### 4.1 Assigned Protection Factor (APF)

Depending on type of respirator, there are different limits on effectiveness on protecting against air contaminants. The *assigned protection factor* (APF) of a respirator reflects the level of protection that a properly maintained and functioning respirator can be expected to provide to a population of properly fitted and trained users.

Respirator users must use the assigned protection factors listed in *Table 2* to select a respirator that meets or exceeds the required level of employee protection. When using a combination respirator (e.g., airline respirators with an air-purifying filter), supervisors must ensure that the APF is appropriate to the mode of operation in which the respirator is being used.

#### 5.0 TYPES OF RESPIRATORS

Respirators are classed in two basic groups: air-purifying respirator (APR) and supplied-air respirator (SAR). Refer to *Table 2* (Assigned Protection Factors).

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**Table 2. Assigned Protection Factors**

Type Of Respirator	Quarter Mask	Half Mask	Full Facepiece	Helmet/Hood	Loose-Fitting Facepiece
Air-Purifying Respirator (APR)	5	10 <sup>(3)</sup>	50	50	-
Powered Air-Purifying Respirator (PAPR)	-	50	1,000	25 <sup>(4)</sup> /1000	25
Supplied-Air Respirator (SAR) or Airline Respirator <ul style="list-style-type: none"> <li>• Demand mode</li> </ul>	-	10	50	-	-
Supplied-Air Respirator (SAR) or Airline Respirator <ul style="list-style-type: none"> <li>• Continuous flow mode</li> </ul>	-	50	1,000	25 <sup>(4)</sup> /1000	25
Supplied-Air Respirator (SAR) or Airline Respirator <ul style="list-style-type: none"> <li>• Pressure-demand or positive-pressure mode</li> </ul>	-	50	1,000	-	-
Self-Contained Breathing Apparatus (SCBA) <ul style="list-style-type: none"> <li>• Demand Mode</li> </ul>	-	10	50	50	-
Self-Contained Breathing Apparatus (SCBA) <ul style="list-style-type: none"> <li>• Pressure-demand or other positive-pressure mode</li> </ul>	-	-	10,000	10,000	-

**Notes:**

1. Employers may select respirators assigned for use in higher workplace concentrations of a hazardous substance for use at lower concentrations of that substance, or when required respirator use is independent of concentration.
2. The assigned protection factors (APF) in Table 2 are only effective when the employer implements a continuing, effective respirator program as required by this section, including training, fit-testing, maintenance, and use requirements.
3. This APF category includes filtering facepieces, and half masks with elastomeric facepieces.
4. The employer must have evidence provided by the respirator manufacturer that testing of these respirators demonstrates performance at a level of protection of 1,000 or greater to receive an APF of 1,000. This level of performance can best be demonstrated by performing a Workplace Protection Factor (WPF) or simulated WPF study or equivalent testing. Absent such testing, all other PAPRs and SARs with helmets/hoods are to be treated as loose-fitting facepiece respirators, and receive an APF of 25.
5. These APFs do not apply to respirators used solely for escape. For escape respirators used in association with substances covered by substance-specific standards in Title 8, Division 1, Chapter 4, Subchapters 4, 7, and 18, employers must refer to the appropriate substance-specific standards. Escape respirators for other Immediately Dangerous to Life and Health (IDLH) atmospheres are specified by subsection (d)(2)(B).



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## 5.1 Air-Purifying Respirators (APRs)

### Particulate Filter Respirators

The Department of Recreation & Parks utilizes the air purifying respirator removes particles of dust, fibers, fume or mist from the air as the contaminant moves through a filter. The APFs for particulate respirators vary according to the facepiece style. In general, quarter-mask, half-mask, and full face respirators have APFs of 5, 10, and 50 respectively (see Table 2 for a list of APFs).

### Chemical Cartridge Respirators and Gas Masks

Chemical cartridge respirators and gas masks are designed to keep contaminated air from a user's breathing zone and to remove contaminants from breathed air. They operate in either:

1. A non-powered, negative-pressure mode, in which air is moved into the breathing zone only by user respiration; or
2. A powered, usually positive pressure mode, in which air is moved into the breathing zone by a battery-operated fan.

The term "gas mask" is often used to refer to a full-facepiece APR, which incorporates a canister and may be mounted to the user's facepiece, chest, or back.

Cartridges are available for one type of vapor and multipurpose chemical cartridges are designed to remove more than one gas or vapor, individually (one at a time) or simultaneously (in mixtures). Chemical cartridges are available for protection against a variety of materials as shown in Table 3.

**Table 3. Types of Commercially Available Chemical Cartridges**

Contaminant Type	Examples	Cartridge Color
Organic Vapors	Methylene chloride, benzene, acetone, oil based paint vapors	Black
Acid Gases	Sulfur dioxide, chlorine, hydrogen chloride	White
Ammonia Gases	Methylamine, ammonia	Green
Toxic Particulates	Dusts, fumes, mists, lead, asbestos	Purple/Magenta (HEPA Filter)
Acid Gases and Organic Vapors	Organic vapors, chlorine, hydrogen chloride, hydrogen fluoride, sulfur dioxide, and formaldehyde	Yellow

### Powered Air-Purifying Respirators (PAPR)

The PAPR are available in four configurations: tight-fitting facepiece, hood, helmet, and loose-fitting facepiece. The advantages of the PAPR are improved worker acceptability (resulting in part from improved comfort), especially with the helmet and hood-style devices. The disadvantage is that they are more expensive and extensive maintenance required to ensure that units are functioning within certification requirements.

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<p><b>Note:</b> At this time, the Department of Recreation &amp; Parks does not use the PAPR designed with a battery-operated fan to push or pull air through the air-purifying elements before delivering it to the facepiece covering.</p>				
<p><b>5.2 Supplied-Air Respirators (SARs)</b>            These respirators consist of a hood/helmet, a tight-fitting facepiece, or a loose-fitting facepiece. The breathing air is supplied by a compressor or pressurized cylinder. Another type of SAR provides breathing air from a self-contained breathing apparatus, which is a pressurized cylinder worn by the respirator wearer.</p> <p><u>Airline Respirators</u>            Airline respirators (also called Type C supplied-air respirators) are for use in situations where the airborne contaminant concentration is <u>not</u> immediately dangerous to life and health. Airline respirators are available in continuous flow, demand, and pressure-demand configurations.</p> <p>Continuous flow (positive pressure) airline respirators maintain airflow to the respiratory inlet covering at all times. Continuous flow airline respirators may be equipped with a tight-fitting facepiece, hood, helmet, or loose-fitting facepiece. The respirator must deliver at least 4 cubic feet of air per minute for tight-fitting facepiece and 6 cubic feet of air per minute for loose-fitting facepieces, hoods, or helmets through the maximum length of hose (300 feet) for which approval is granted and at the minimum specified air-supply pressure.</p> <p><u>Combination Air-Purifying and Supplied-Air Respirators</u>            These respirators provide features not offered by single-type devices. This type of respirator consists of all of the components of an airline respirator plus air-purifying elements. The air-purifying element may be particulate filter, chemical cartridge, or canister. The typical use of this combination respirator is in situation where it is necessary to disconnect the air hose in order to leave the contaminated area.</p> <p><u>Self-Contained Breathing Apparatus (SCBA)</u>            Self-contained breathing apparatus are designed for use in all types of hazardous atmospheres. They are most frequently used in unknown atmospheres, where air contaminant concentrations are immediately dangerous to life and health, or in oxygen deficient conditions. Because modern SCBA are designed to maintain positive pressure in the facepiece at all times, they provide maximum respiratory protection to the user.</p> <p>There are two basic types of SCBA available for entry into hazardous atmospheres:</p> <ol style="list-style-type: none"> <li>1. Open-circuit systems - These devices use compressed air as the respirable gas. "Open-circuit" means that air from a cylinder is inhaled by the user and expired directly to the atmosphere.</li> <li>2. Closed-circuit systems - These devices use compressed oxygen, oxygen-enriched compressed air, or liquid oxygen as the respirable gas source. "Closed-circuit" means the user's exhaled air is not released to the atmosphere. Instead, it is returned to a carbon dioxide scrubber, replenished with oxygen, and returned to the facepiece.</li> </ol> <p><b>Note:</b> At this time, the Department of Recreation &amp; Parks does <b>not</b> use the supplied-air respirators.</p>				
<p><b>5.3 Emergency Escape Respirators</b>            At this time, the Department of Recreation &amp; Parks does <b>not</b> use emergency escape respirators that allow employees to exit the work area without suffering adverse effects.</p>				

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<p><b>6.0 WORKPLACE EXPOSURE ASSESSMENT</b></p> <p>An important step in selection of each respirator is an assessment of identifying harmful airborne contaminants and possible contaminant by ensuring that employee exposure does not exceed the airborne permissible concentrations. This requires a person who is trained to evaluate the processes/procedures and as needed for exposure monitoring.</p> <p>Results of these evaluations should be summarized on the form <u>Identification and Location of Airborne Contaminant Exposures (Appendix A)</u>. Additional evaluations are necessary if exposures change due to new materials, process changes or other conditions increasing the degree of employee exposure or stress, and these evaluations should be added to the form.</p> <p><b>7.0 RESPIRATOR MEDICAL PROGRAM</b></p> <p>Employees who are either required to wear respirators or who choose to wear an APR voluntarily (excluding filtering facepiece respirator on volunteer basis) must fill out and answer the respirator questionnaire. This is confidential and submitted directly to Medical Services Division (MSD). An Occupational Health Screening Card (yellow card) will be issued for respirator usage or MSD will request an appointment for further evaluation. Employees will not be permitted to wear respirator, until a physician determines they are medically able to do so with training and fit testing.</p> <ol style="list-style-type: none"> <li>Questionnaire from MSD is located at: <a href="http://per.ci.la.ca.us/msd">http://per.ci.la.ca.us/msd</a> <ul style="list-style-type: none"> <li>Send a copy of the screening card to <a href="mailto:rap.safety@lacity.org">rap.safety@lacity.org</a></li> </ul> </li> <li>Questionnaire and/or examinations are administered confidentially during the employee's normal working hours or at a time and place convenient to the employee.</li> <li>Employees are provided with an opportunity to discuss the questionnaire and examination results with a Medical Services Division physician.</li> </ol> <p>Beginning November 1, 1999, medical evaluations are required in the following situations:</p> <ol style="list-style-type: none"> <li><u>Before the employee is first fit-tested or use a respirator.</u> Evaluation will be conducted based on job classifications in <b>Appendix B</b> that are part of the respiratory protection program. These employees should have been initially cleared for respirator use unless there are restrictions. For job classifications not on this list, it will be addressed on a voluntary basis.</li> <li>An employee reports medical signs/symptoms related to his/her ability to use a respirator. <ul style="list-style-type: none"> <li>A formal work fitness request should be sent to the Medical Director.</li> </ul> </li> <li>Observations or other information is received which indicates a need for employee re-evaluation. <ul style="list-style-type: none"> <li>A formal work fitness request should also be sent to the Medical Director.</li> </ul> </li> <li>A change occurs in workplace conditions (e.g. physical work effort, protective clothing, and temperature) that may result in substantial increase in the physiological burden placed on an employee. <ul style="list-style-type: none"> <li>Call the Nurse Manager at Personnel Department, at (213) 473-7033 to determine if a medical evaluation is necessary.</li> </ul> </li> </ol>				



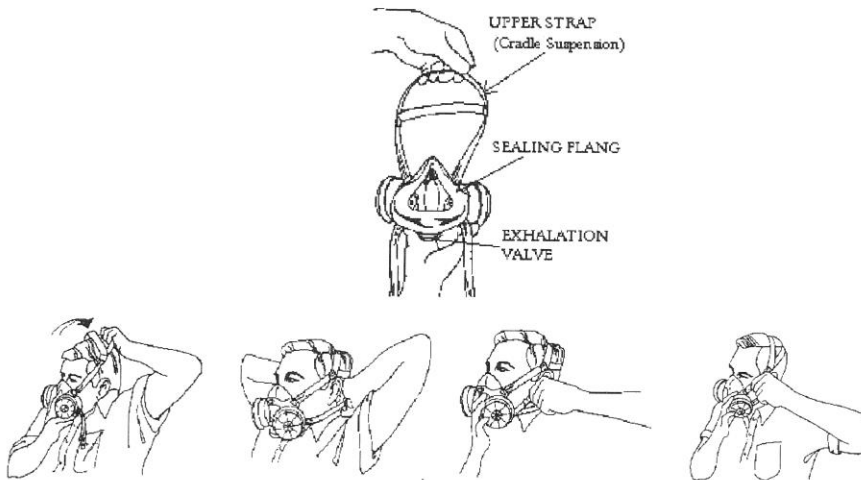
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<p><b>8.0 FIT-TESTING</b></p> <p>To obtain adequate respiratory protection, a proper fit must exist between the respirator and the wearer. Respirators that do not seal properly around an employee's face offer only the illusion of protection. Employees using a negative-pressure or a positive-pressure, tight-fitting facepiece respirator must be provided with a <i>qualitative fit-test</i> (QLFT) or a <i>quantitative fit-test</i> (QNFT). A qualitative fit-test is a pass/fail test that is used to assess the adequacy of a respirator's fit by relying on a person's response to a test agent. Refer to <b>Appendix C</b> for respirator fit testing procedure. A quantitative fit-test assesses the adequacy of a respirator's fit by numerically measuring the amount of leakage into the respirator.</p> <p>All employees using a tight-fitting facepiece respirator must receive medical clearance for respirator usage, before fit-tested with a respirator and must abide to the following:</p> <ol style="list-style-type: none"> <li>1. Must be fit tested with any usage of different respirator facepiece (size, style, model, or make).</li> <li>3. No facial hair that interferes with the face-to-facepiece seal during the fit-testing procedure. The user will not be fit-tested, until complies with requirements.</li> <li>4. Notify supervisor, if there are changes in physical condition that could affect respirator fit (e.g. dental changes, obvious changes in body weight, facial hair, or scarring).</li> <li>5. At least annually thereafter. Fit-tests must be documented using the Fit-Testing Form found in <b>Appendix D</b>.</li> </ol> <p>The RRC will assist Safety and/or conduct makeup fit-testing by following the qualitative fit-test protocol using Appendix C and/or Appendix D for documentation. Once, completed, send copy to Safety.</p> <p><b>Note:</b> there are several different models/styles and sizes of respirators for an optimal fit.</p> <p><b>9.0 USE OF RESPIRATORS</b></p> <p>Once the employee has been medically cleared to use a respirator with no restrictions by Medical Services, it is necessary to ensure that the correct type, size and properly fitted for specific hazards. Supervisors must be aware of the following situations that can compromise the effective use of respirators and jeopardize workers' protection:</p> <ol style="list-style-type: none"> <li>1. Fails to properly perform <ul style="list-style-type: none"> <li>• Inspection of parts &amp; respirator</li> <li>• User seal check.</li> <li>• Maintaining &amp; cleaning equipment</li> </ul> </li> <li>2. The person wearing the respirator is using personal protective equipment or other equipment that interferes with the face-to-facepiece seal.</li> <li>3. The respirator is in poor condition or damaged and parts are not replaced.</li> <li>4. Modifications are made to the respirator or non-approved replacement parts are used.</li> </ol>				

**9.1 Facepiece Seal Protection**

To ensure there is a good seal:

1. Choose a half-mask or full-face APR that fits well and comfortable.
2. Provide each employee with individually fitted APR.
  - Do **not** share respirators with other individuals.
3. Instruct employees to check the face seal of their respirator every time they put it on.
4. Adjust respirator as necessary to obtain good facepiece seal (refer to Figure 1).

**Figure 1: Putting On and Adjusting Your Respirator**



## 9.2 User Seal Check

Employees must perform a positive-pressure and a negative-pressure "user seal check" each time they put on a tight-fitting respirator (see Figure 2). This is a two-step procedure:

### The Positive-Pressure Seal Check

1. Cover the center exhalation valve with your palm.
2. Inflate the mask slightly by exhaling gently, and then hold your breath.
3. If the mask holds the air and stays inflated, then it has passed the positive fit check.
4. If you feel air leaking around the face seal, adjust the straps and try again.

### The Negative-Pressure Seal Check

1. Cover the two filter cartridges with your palms, with a thin latex or nitrile glove.
2. Collapse the mask by inhaling gently, and then hold your breath for 10 seconds.
3. If air does not leak in and the mask stays collapsed, then it has passed the negative seal check.

**Figure 2: Negative and Positive Seal Checks**



Negative Seal Check



Positive Seal Check

### Note:

- If air is leaking in, but not at the face seal. Inspect the valves to see they are in good condition and functioning properly.
- The respirator should never be uncomfortably tight.
- If not able to get an air-tight face seal without strapping the respirator on too tight, then the respirator is probably not the right size or shape. The employee should be fitted with another respirator.

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<p><b>9.3 Respirator Malfunction / Continuing Respirator Effectiveness</b> In the case of a respirator malfunction the following procedures will be followed:</p> <ol style="list-style-type: none"> <li>For any malfunction of an APR (e.g., such as a breakthrough, facepiece leakage, or improperly working valve), the respirator wearer should immediately leave the contaminated area, inform his/her supervisor that the respirator no longer functions as intended, and go to a clean area to maintain the respirator. The supervisor must ensure that the employee receives the needed parts to repair the respirator or is provided with a new respirator before allowing the employee to return to the work area.</li> <li>Employees shall be permitted to leave their work area (respirator use area) and re-locate to a non-hazardous area to maintain their respirator: <ul style="list-style-type: none"> <li>To clean their respirator, if the respirator is impeding their ability to work, detect breathing resistance or leakage, change filters or cartridges, replace parts, or to inspect respirator if it stops functioning as intended. Employees should notify their supervisor before leaving their work area.</li> </ul> </li> </ol> <p><b>9.4 Immediately Dangerous to Life and Health (IDLH) Procedures</b> Work in IDLH atmospheres shall be avoided whenever possible including Permit Required Confined Space operations.</p> <ol style="list-style-type: none"> <li>If necessary to enter into a confined space with an IDLH atmosphere, the Department's Permit Required Confined Space Procedure must be used.</li> <li>If it necessary to work in an IDLH area that is not a confined space, the same safety procedures and precautions apply as if it were a confined space.</li> </ol> <p><b>9.5 Respirator Use Limitations</b> <u>Air-Purifying Respirators</u> Adequate warning properties of contaminants will provide noticeable odors, eye irritation or respiratory irritation at or below the Permissible Exposure Limit of the contaminant. During respirator use, these "warnings" indicate possible cartridge sorbent exhaustion, poor facepiece fit, or other respirator malfunction.</p> <ol style="list-style-type: none"> <li>APRs are not approved for use in oxygen deficient. <ul style="list-style-type: none"> <li>When the wearer inhales, the negative pressure is created inside the facepiece compare to the contaminated atmosphere outside the facepiece.</li> </ul> </li> <li>If there are leaks around the face seal, the negative pressure inside the respirator can draw contaminated air into the facepiece. <ul style="list-style-type: none"> <li>If the user begins to taste, smell, or experience irritation from contaminated air, this is a indication that leakage or a breakthrough has occurred. Leakage can also be caused by debris and dirt buildup, excessive perspiration, use of Vaseline, a growth of beard, facial hair, or wearing any item that interferes with the facepiece seal.</li> </ul> </li> <li>All APRs for dust, fume and mist can become obstructed or clogged by particulates, and which must be changed when it becomes hard to breathe through the filter.</li> </ol> <p><u>Supplied-Air Respirators</u> A combination full facepiece pressure demand supplied-air respirator with auxiliary self-contained air supply respirators may be used in all atmospheres including those that are IDLH.</p>				



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<ol style="list-style-type: none"> <li>The disadvantage is that supply air hose can be accidentally cut, burned, kinked or crushed and deplete the air in the supply tanks. <ul style="list-style-type: none"> <li>It is mandatory to wear an auxiliary "escape" air bottle and part of the air-line system.</li> </ul> </li> <li>Contaminant leakage into the facepiece of an SAR may be due to a cracked, deteriorated or loose connection between hoses and breathing tubes, or to malfunctioning regulators or improperly seated facepiece lenses. <ul style="list-style-type: none"> <li>Additional leakage of contaminants into the facepiece may occur if the wearer over breathes the regulated air supply, thereby creating a negative pressure inside the facepiece.</li> </ul> </li> </ol> <p><b>9.6 Voluntary Respirator Use</b></p> <p>The City will provide respirators at no charge to employees for voluntary use, as long as it does not create a hazard to the user.</p> <ol style="list-style-type: none"> <li>Employees that choose to wear a half-facepiece APR that is a non-filtering facepiece must comply with the procedures for respirator medical evaluation, usage, cleaning, maintenance, storage and training. <ul style="list-style-type: none"> <li>Notify Safety for an assessment on possible workplace contaminants, fit test and training.</li> <li>Fill out medical questionnaire with MSD at: <a href="http://per.ci.la.ca.us/msd">http://per.ci.la.ca.us/msd</a>.</li> <li>Send a copy of the screening card to <a href="mailto:rap_safety@lacity.org">rap_safety@lacity.org</a>.</li> </ul> </li> <li>Supervisors must provide a copy of Title 8, section 5144, <i>Appendix D, Mandatory Information for Employees Using Respirators When Not Required Under the Standard</i>, <a href="https://www.dir.ca.gov/title8/5144d.html">https://www.dir.ca.gov/title8/5144d.html</a>. Refer to Appendix E.</li> </ol> <p>The Respiratory Program Administrator shall authorize voluntary use of respiratory protective equipment on a case-by-case basis, regarding specific workplace conditions/hazards. Worn or deteriorated parts will be replaced prior to use and no components will be replaced or repairs made beyond those recommended by the manufacturer. Supervisors must ensure that the respiratory equipment provided for the employees is maintained correctly with proper inspection, cleaning, sanitizing, and storage.</p> <p><b>Note:</b> Voluntary use of Supplied-Air Respirators (SCBA and airline) are <b>not</b> permitted at this time within RAP.</p> <p><b>10.0 MAINTENANCE AND CARE OF RESPIRATORS</b></p> <p>Respirators are to be maintained at all times in order to ensure that they function properly and adequately protect the wearer. Maintenance involves a thorough visual inspection for cleanliness</p> <p><b>10.1 Inspection</b></p> <p>The following items, when applicable to the type of respirator being used, are checked before and after each use, during cleaning, or as otherwise required:</p> <ol style="list-style-type: none"> <li>Inspect facepiece, straps, valves, gaskets, breathing tubes, air hoses and other elastomeric parts for cleanliness, cracks, deterioration, and distortion.</li> <li>Inspect cartridges and filters for dents, cracks, and verify the proper cartridge is appropriate for the hazard.</li> </ol>				

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<ol style="list-style-type: none"> <li>3. Inspect for missing valves and valve covers.</li> <li>4. Inspect hose clamps and fittings for tightness.</li> <li>5. Inspect regulators for proper working order. Only specifically trained personnel may perform maintenance work on regulators.</li> <li>6. Inspect compressed air cylinder for dents, corrosion, and whether it complies with proper hydrostatic test dates.</li> <li>7. Inspect air compressors, carbon monoxide and/or high temperature detectors, and alarm systems for proper working order.</li> <li>8. Inspect emergency respirators, which must be inspected at least monthly with a record of inspection affixed to the respirator or its storage container.</li> </ol>				
<p><b>10.2 Cleaning and Sanitizing</b> Respirators must be maintained in a clean and sanitary condition to ensure that contaminants do not cause deterioration or malfunction of parts, and to prevent dermatitis developing among employees using the equipment. Another employee must not use a respirator until it been thoroughly cleaned and sanitized. Procedures for cleaning a cartridge-type respirator are:</p> <ol style="list-style-type: none"> <li>1. Disassemble respirator - remove the cartridge, gaskets, valves and straps from the respirator.</li> <li>2. Wash the respirator facepiece and associated parts in a mild soap solution or the cleaning solution recommended by the manufacturer.</li> <li>3. Immerse the respirator in a sanitizing solution according to the manufacturer's instruction.</li> <li>4. Thoroughly rinse the respirator to remove any residue. Failure to remove soap and properly sanitize the respirator may cause dermatitis and/or eye irritation.</li> <li>5. Re-assemble the respirator and replace any defective parts.</li> <li>6. Air-dry the respirator in an area away from contaminants. Do not dry respirator at temperatures above manufacturer's recommendation.</li> </ol> <p><b>Note:</b> Supervisors will insure an adequate supply of appropriate cleaning and disinfecting materials are available. If supplies are low, employees should notify their supervisor.</p>				
<p><b>10.3 Storage</b> All parts of the respirator must be protected from sunlight, dust, excessive moisture, temperature extremes, and chemicals. It must be cleaned, sanitized, air dried and stored in a manner in accordance with any applicable manufacturer instructions. Respirators can be permanently damaged, distorted, become contaminated by materials that decreases the life of the parts, cause facial dermatitis, or contribute to body burden by ingestion. If there are improper storage practices, it may shorten shelf life or deplete the cartridges.</p>				
<p><b>10.4 Cartridge Life</b> Respirator cartridges and disposable respirators shall be disposed whenever:</p> <ol style="list-style-type: none"> <li>1. It becomes difficult to breathe through the respirator.</li> <li>2. The manufacturer's expiration/shelf life date or recommended usage.</li> <li>3. You are able to smell or taste the contaminant while wearing the respirator.</li> <li>4. Disposable respirators shall be disposed of whenever a face seal can no longer be obtained, soiled or damaged.</li> </ol>				

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<p><b>11.0 TRAINING</b></p> <p>Supervisors and/or RRC will coordinate resources and schedule with Safety to provide training for respirator users. Employees must be trained annually and medical cleared prior to using a respirator in the workplace. Training will include an explanation of the following:</p> <ol style="list-style-type: none"> <li>1. Department's Respiratory Protection Program.</li> <li>2. Respiratory hazard and what may happen if the respirator is not used properly.</li> <li>3. Engineering and administrative controls to be used and respiratory protection.</li> <li>4. Proper and improper fit, use, or maintenance.</li> <li>5. Limitations and capabilities of the selected respirator(s).</li> <li>6. Selection and use of respirators.</li> <li>7. Methods of wearing the respirator, seal check and operation.</li> <li>8. Fit-testing.</li> <li>9. Proper method for handling emergency situations.</li> <li>10. Medical signs and symptoms that may limit or prevent the effective use of respirators.</li> <li>11. Respirator maintenance, cleaning, inspection, and storage.</li> </ol> <p>Employees will be retrained annually and/or a change of a different respirator model/type. Respirator training will be documented with the sign-in sheet and Fit-Test Form.</p> <p><b>13.0 RECORDKEEPING</b></p> <p>All Division Supervisors must retain documentation:</p> <ol style="list-style-type: none"> <li>1. Respiratory training</li> <li>2. Occupational safety &amp; health screening cards (yellow card)</li> <li>3. Fit-testing</li> <li>4. Written hard copy of the Respiratory Protection Program at Division/Group office and location of the Safety &amp; Health Website under Safety Manual.</li> </ol> <p>Send copies to Safety for documentation. Records will be updated for new employees, existing employees for annual training, fit testing and/or updated conducted fit-tests.</p> <p><b>14.0 PROGRAM EVALUATION</b></p> <p>The process of evaluating the respiratory protection program to ensure it is properly implemented and ensure employees are properly using their respirators.</p> <ol style="list-style-type: none"> <li>1. Verifying that there are no other feasible alternatives to respirators.</li> <li>2. Conducting workplace evaluations for respiratory hazards.</li> <li>3. Division supervisors shall be actively involve on workplace conditions and ensure program compliance. <ul style="list-style-type: none"> <li>• Identify possible hazards, including airborne contaminants.</li> <li>• Appropriate respirator selection and usage to the identified hazard for employee exposure.</li> </ul> </li> </ol>				



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<ul style="list-style-type: none"> <li>• Review records to ensure compliance on fit test, training and maintenance.</li> <li>• Proper respirator maintenance.</li> </ul> <p>4. Effectiveness of program and notify Safety Division of any questions or issues.</p> <p>The RRC and/or supervisors shall conduct periodic evaluations of the workplace to ensure that the provisions of this program are being implemented. The evaluations will include, but not limited to discussions with employees who use respirators and their supervisors, site inspections, and review of records. If there are new hazards or questions, consult with the Respiratory Program Administrator to address concerns and implementing corrections or deficiencies.</p> <p><b>15.0 DEFINITIONS</b></p> <p><b>Administrative Controls:</b> The use of management involvement, training of employees, rotation of employees, air sampling, biological sampling, and/or medical surveillance to protect individuals.</p> <p><b>Air-Purifying Respirator (APR):</b> A respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.</p> <p><b>Assigned Protection Factor (APF):</b> The expected workplace level of respiratory protection that would be provided by a properly functioning respirator or a class of respirators to properly fitted and trained users.</p> <p><b>Canister or Cartridge:</b> A container with a filter, sorbent, or catalyst, or any combination thereof, which removes specific contaminants from the air passing through the container.</p> <p><b>Contaminant:</b> A harmful, irritating, or nuisance material that is foreign to the atmosphere.</p> <p><b>Demand Respirator:</b> An atmosphere-supplying respirator that admits breathing air to the facepiece only when a negative pressure is created inside the facepiece by inhalation.</p> <p><b>Disinfect:</b> The killing of infectious agents (except bacterial spores) below the level necessary to cause infection.</p> <p><b>Dust:</b> Solid particles generated by mechanical action (crushing, grinding, sanding, impact, etc).</p> <p><b>Elastomeric Facepiece:</b> A respirator facepiece made of a natural or synthetic elastic material such as natural rubber, silicone, or ethylene propylene diene monomer (EPDM) rubber.</p> <p><b>Emergency Respirator Use:</b> Wearing a respirator when a hazardous atmosphere suddenly occurs that requires the immediate use of a respirator either for escape from the hazardous atmosphere in order to carry out maintenance or some other task.</p> <p><b>End-of-Service-Life Indicator (ESLI):</b> A system that warns the respirator user of the approach of the end of adequate respiratory protection, for example, that the sorbent is approaching saturation or is no longer effective.</p> <p><b>Engineering Controls:</b> Method of controlling occupational exposures to hazardous materials by means of general or local exhaust ventilation, material substitution, process change, isolation, or by enclosure of health-hazard producing operation or machinery.</p>				

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<p><b>Filter:</b> A media component used in respirators to remove solid or liquid particles from the inspired air.</p> <p><b>Filtering Facepiece:</b> A negative pressure particulate respirator with a filter as an integral part of the facepiece or with the entire facepiece composed of the filtering medium.</p> <p><b>Fit Factor:</b> A quantitative estimate of the fit of a particular respirator to a specific individual, and typically estimates the ratio of the concentration of a substance in ambient air to its concentration inside the respirator when worn.</p> <p><b>Fit-Test:</b> The use of a protocol to qualitatively or quantitatively evaluate the fit of a respirator on an individual.</p> <p><b>Fume:</b> Airborne solid particles formed by the condensation of vapors (i.e. welding fumes).</p> <p><b>Gas:</b> Substances that completely occupy a space and can be converted to a liquid or solid by increasing pressure or decreasing temperature. Gases are often invisible, including carbon monoxide, methane, and Freon.</p> <p><b>Helmet:</b> A rigid respiratory inlet covering that also provides head protection against impact and penetration.</p> <p><b>High Efficiency Particulate Air (HEPA) Filter:</b> A filter that is at least 99.97% efficient in removing particles of 0.3 micrometers in diameter.</p> <p><b>Hood:</b> A respiratory inlet covering that completely covers the head and neck and may also cover portions of the shoulders and torso.</p> <p><b>Immediately Dangerous to Life and Health (IDLH):</b> Any atmosphere that poses an immediate threat to life, would cause irreversible adverse effects, or would impair an individual's ability to escape from a dangerous atmosphere.</p> <p><b>Mist:</b> Suspended liquid droplets generated by condensation or atomization.</p> <p><b>Oxygen Deficient Atmosphere:</b> An atmosphere with oxygen content below 19.5% by volume.</p> <p><b>Negative Pressure Respirator:</b> A respirator in which the air pressure inside the respirator is positive during exhalation in relation to the air pressure of the outside atmosphere, and negative during inhalation in relation to the air pressure of the outside atmosphere.</p> <p><b>Permissible Exposure Limit (PEL):</b> The permissible concentration in air of a substance to which nearly all workers may be repeatedly exposed 8 hours a day, 40 hours a week, for 30 years without adverse effects.</p> <p><b>Physician or Other Licensed Healthcare Professional (PLHCP):</b> An individual whose legally permitted scope of practice (i.e. license, registration, or certification) allows him/her to independently provide, or be delegated the responsibility to provide, or be delegated the responsibility to provide, some or all of the required health care services.</p> <p><b>Positive Pressure Respirator:</b> A respirator in which the pressure inside the respiratory inlet covering exceeds the ambient air pressure outside the respirator.</p>				

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<p><b>Powered Air-Purifying Respirator (PAPR):</b> An air-purifying respirator that uses a blower to force the ambient air through air-purifying elements to the inlet covering.</p> <p><b>Protection Factor (PF):</b> Protection factor is expression of respirator performance related to the ratio of the contaminant concentration outside the mask to the concentration inside the mask.</p> <p><b>Respirator:</b> A protective facepiece, hood or helmet that is designed to protect the wearer against a variety of harmful airborne agents.</p> <p><b>Respiratory Program Administrator:</b> Person responsible for aspects of the respirator program with full authority to make decisions to ensure its success.</p> <p><b>Sanitize:</b> To reduce microorganism level to an acceptable level, usually by the continuous application of heat or chemicals at suitable concentrations and times.</p> <p><b>Supplied-Air Respirator (SAR):</b> An atmosphere-supplying respirator for which the source of breathing air is not designed to be carried by the user.</p> <p><b>Threshold Limit Value–Time-Weighted Average (TLV–TWA):</b> The time-weighted average concentration for a conventional 8-hour workday and a 40-hour workweek to which it is believed that nearly all workers may be exposed repeatedly, day after day, without adverse health effects.</p> <p><b>Tight-Fitting Facepiece:</b> A respiratory inlet covering that forms a complete seal with the face.</p> <p><b>User Seal Check (fit check):</b> An action conducted by the respirator user to verify that the user has correctly put on the respirator and adjusted it to fit properly (i.e. positive and negative pressure check or respirator manufacturer’s recommended user seal check method).</p> <p><b>Vapor:</b> The gaseous form of substance, which is normally in the solid or liquid state at room temperature. They are formed when solids or liquids evaporate such as solvents, paint thinner, and gasoline.</p>				





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**APPENDIX B: Job Classes Cleared For Respirator Use**

CLASS NAME	CLASS NO.
Air Conditioning Mechanic	3774
Asphalt Plant Operator	4143
Assistant Inspector	4208
Auto Body Builder	3704
Auto Painter	3721
Carpenter	3344
Construction Inspector	7291
Custodial Services Attendant	3156
Drill Rig Operator	3521
Electrical Craft Helper	3799
Electrician	5615
Energy Recovery Operator	5620
Equipment Operator	3525
Equipment Supervisor	3527
Gardener Caretaker	3141
Heavy Duty Truck Operator	3584
Helicopter Mechanic	3742
Helicopter Mechanic Supervisor	3749
Industrial Hygienist	2330
Industrial Waste Inspector	4292
Iron Worker	3474
Instrument Mechanic	3843
Instrument Mechanic Supervisor	3844
Machinist	3763
Maintenance & Construction Helper	3115
Maintenance Laborer	3112
Materials Testing Technician	7968
Mechanical Helper	3771
Mechanical Repairer	3773
Painter	3423
Pipe Fitter	3433
Plumber	3443
Sandblast Operator	3118
Sanitary Engineer	7872
Sanitary Engineer Assistant	7866
Sanitary Engineer Associate	7870
Senior Carpenter	3345
Senior Construction Inspector	7294
Senior Industrial Waste Inspector	4293
Senior Painter	3424
Senior Sanitary Engineer	7874
Senior Plumber	3444
Senior Wastewater Treatment Mechanic	4124
Senior Wastewater Treatment Operator	4124
Sheet Metal Worker	3775
Wastewater Treatment Electrician	5615
Wastewater Treatment Electrician Supervisor	5613
Wastewater Treatment Mechanic	5614
Wastewater Treatment Mechanic Supervisor	5617
Wastewater Treatment Operator	4121
Welder	3796

NOTE: Current employees promoting to supervisory positions do not require medical evaluations. The above classes have been cleared for respirator use unless they received medical restrictions from Medical Services.

*Revised 9/10/02*

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<p><b>APPENDIX C: Fit-Testing Procedures</b></p> <p>A. Fit-Testing Procedures--General Requirements. The employer shall conduct fit-testing using the following procedures. The Department of Recreation and Parks utilizes the requirements in this appendix Cal/OSHA accepted fit-test methods on QLFT. At this time the department is not equipped to use QNFT.</p> <ol style="list-style-type: none"> <li>1. The test subject shall be allowed to pick the most acceptable respirator from a sufficient number of respirator models and sizes so that the respirator is acceptable to, and correctly fits, the user.</li> <li>2. Prior to the selection process, the test subject shall be shown how to put on a respirator, how it should be positioned on the face, set strap tension and determine an acceptable fit. When necessary assist the user in evaluating the fit and positioning of the respirator.</li> <li>3. Select the respirator that provides the most acceptable fit. Each respirator represents a different size and shape, and if fitted and used properly, will provide adequate protection.</li> <li>4. The respirator is don and worn at least five minutes to assess comfort. If the test subject is not familiar with using a particular respirator, the test subject shall be directed to don the mask several times and to adjust the straps each time to become adept at setting proper tension on the straps.</li> <li>5. Assessment of comfort shall include a review of the following points with the test subject and allowing the test subject adequate time to determine the comfort of the respirator. <ul style="list-style-type: none"> <li>• Position of the mask on the nose</li> <li>• Room for eye protection</li> <li>• Room to talk</li> <li>• Position of mask on face and cheeks</li> </ul> </li> <li>6. The following criteria shall be used to help determine the adequacy of the respirator fit: <ul style="list-style-type: none"> <li>• Chin properly placed;</li> <li>• Adequate strap tension, not overly tightened;</li> <li>• Fit across nose bridge;</li> <li>• Respirator of proper size to span distance from nose to chin;</li> <li>• Tendency of respirator to slip;</li> <li>• Self-observation in mirror to evaluate fit and respirator position.</li> </ul> </li> <li>7. The test subject shall conduct a user seal check, either the negative and positive pressure seal checks described in Section 9.2. Before conducting the negative and positive pressure checks, the subject shall be told to seat the mask on the face by moving the head from side-to-side and up and down slowly while taking in a few slow deep breaths. Another facepiece shall be selected and retested if the test subject fails the user seal check tests.</li> <li>8. The test shall not be conducted, if there is any hair growth between the skin and the facepiece sealing surface, such as stubble beard growth, beard, mustache or sideburns which cross the respirator sealing surface. Any type of apparel which interferes with a satisfactory fit shall be altered or removed.</li> </ol>				

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<p>9. If a test subject exhibits difficulty in breathing during the tests, she or he shall be referred to a physician or other licensed health care professional, as appropriate, to determine whether the test subject can wear a respirator while performing her or his duties.</p> <p>10. If the employee finds the fit of the respirator unacceptable, the test subject shall be given the opportunity to select a different respirator and to be retested.</p> <p>11. Prior to the fit-test, the test subject shall be given a description of the fit-test and the test subject's responsibilities during the test procedure. The respirator to be tested shall be worn for at least 5 minutes before the start of the fit-test.</p> <p>12. The fit-test shall be performed while the test subject is wearing any applicable safety equipment that may be worn during actual respirator use which would interfere with respirator fit.</p> <p>13. Test Exercises.</p> <ul style="list-style-type: none"> <li>• The following test exercises are to be performed for all fit-testing methods in this appendix, except for the controlled negative pressure (CNP) method. The test subject shall perform exercises, in the test environment, in the following manner:</li> <li>• Normal breathing. In a normal standing position, without talking, the subject shall breathe normally.</li> <li>• Deep breathing. In a normal standing position, the subject shall breathe slowly and deeply, taking caution so as not to hyperventilate.</li> <li>• Turning head side to side. Standing in place, the subject shall slowly turn his/her head from side to side between the extreme positions on each side. The head shall be held at each extreme momentarily so the subject can inhale at each side.</li> <li>• Moving head up and down. Standing in place, the subject shall slowly move his/her head up and down. The subject shall be instructed to inhale in the up position (i.e., when looking toward the ceiling).</li> <li>• Talking. The subject shall talk out loud slowly and loud enough so as to be heard clearly by the test conductor. The subject can read from a prepared text such as the Rainbow Passage, count backward from 100, or recite the rainbow passage.</li> </ul> <p style="text-align: center;"><u>Rainbow Passage</u></p> <p>When the sunlight strikes raindrops in the air, they act like a prism and form a rainbow. The rainbow is a division of white light into many beautiful colors. These take the shape of a long round arch, with its path high above, and its two ends apparently beyond the horizon. There is, according to legend, a boiling pot of gold at one end. People look, but no one ever finds it. When a man looks for something beyond reach, his friends say he is looking for the pot of gold at the end of the rainbow.</p> <p>Grimace. The test subject shall grimace by smiling or frowning.</p> <ul style="list-style-type: none"> <li>• Bending over or walking in-place. The user shall bend at the waist as if he/she were to touch his/her toes.</li> </ul>				



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<p>Each test exercise shall be performed for one minute except for the grimace exercise which shall be performed for 15 seconds. The test subject shall be questioned by the test conductor regarding the comfort of the respirator upon completion of the protocol. If it has become unacceptable, another model of respirator shall be tried. The respirator shall not be adjusted once the fit-test exercises begin. Any adjustment voids the test, and the fit-test must be repeated.</p>				
<p>B. Qualitative Fit-Test (QLFT) Protocols</p>				
<p>1. Bitrex™ (Denatonium Benzoate) Solution Aerosol Qualitative Fit-Test Protocol. The Bitrex™ (Denatonium benzoate) solution aerosol QLFT protocol uses the published saccharin test protocol because that protocol is widely accepted. Bitrex is routinely used as a taste aversion agent in household liquids which children should not be drinking and is endorsed by the American Medical Association, the National Safety Council, and the American Association of Poison Control Centers. The entire screening and testing procedure shall be explained to the test subject prior to the conduct of the screening test.</p>				
<p><u><i>Taste Threshold Screening</i></u></p> <p>The Bitrex taste threshold screening, performed without wearing a respirator, is intended to determine whether the individual being tested can detect the taste of Bitrex.</p>				
<ul style="list-style-type: none"> <li>• During threshold screening as well as during fit-testing, subjects shall wear an enclosure over the head and shoulders that is approximately 12 inches (30.5 cm) in diameter by 14 inches (35.6 cm) tall. The front portion of the enclosure shall be clear from the respirator and allow free movement of the head when a respirator is worn. An enclosure substantially similar to the 3M hood assembly, parts #14 and #15 combined, is adequate.</li> <li>• The test enclosure shall have a 3/4 inch (1.9 cm) hole in front of the test subject's nose and mouth area to accommodate the nebulizer nozzle.</li> <li>• The test subject shall don the test enclosure. Throughout the threshold screening test, the test subject shall breathe through his or her slightly open mouth with tongue extended. The subject is instructed to report when he/she detects a bitter taste.</li> <li>• Using a DeVilbiss Model 40 Inhalation Medication Nebulizer or equivalent, the test conductor shall spray the Threshold Check Solution into the enclosure.</li> <li>• Pour a small amount of the Threshold Check Solution into the nebulizer (Bitrex Sensitivity Solution). Do not mix with other test solutions.</li> <li>• To produce the aerosol, the nebulizer bulb is firmly squeezed so that the bulb collapses completely, and is then released and allowed to fully expand.</li> <li>• An initial ten squeezes are repeated rapidly and then the test subject is asked whether the Bitrex can be tasted. If the test subject reports tasting the bitter taste during the ten squeezes, the screening test is completed. The taste threshold is noted as ten regardless of the number of squeezes actually completed.</li> <li>• If the first response is negative, ten more squeezes are repeated rapidly and the test subject is again asked whether the Bitrex is tasted. If the test subject reports tasting the bitter taste during the second ten squeezes, the screening test is completed. The taste threshold is noted as twenty regardless of the number of squeezes actually completed.</li> <li>• If the second response is negative, ten more squeezes are repeated rapidly and the test subject is again asked whether the Bitrex is tasted. If the test subject reports tasting the bitter taste during the third set of ten squeezes, the screening test is completed. The taste threshold is noted as thirty regardless of the number of squeezes actually completed.</li> <li>• The test conductor will take note of the number of squeezes required to solicit a taste response.</li> </ul>				

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<ul style="list-style-type: none"> <li>• If the Bitrex is not tasted after 30 squeezes (step 10), the test subject is unable to taste Bitrex and may not perform the Bitrex fit-test.</li> <li>• If a taste response is produced, the user shall be asked to take note and describe the taste.</li> <li>• The nebulizer shall be thoroughly rinsed in water and air dried, and properly stored in a clean environment.</li> </ul> <p><u>Bitrex Solution Aerosol Fit-Test Procedure</u></p> <ul style="list-style-type: none"> <li>• The test subject may not eat, drink (except plain water), smoke, or chew gum for 15 minutes before the test.</li> <li>• The fit-test uses the same enclosure as that described in the taste threshold screening.</li> <li>• The test subject shall don the enclosure while wearing the respirator. The respirator shall be properly adjusted and equipped with HEPA particulate filter(s).</li> <li>• A second DeVilbiss Model 40 Inhalation Medication Nebulizer or equivalent is used to spray the fit-test solution into the enclosure.</li> <li>• Pour a small amount of the fit-test solution into the nebulizer for the Bitrex solution. Do not mix with other test solutions.</li> <li>• The nebulizer is inserted into the hole in the front of the enclosure and an initial concentration of the fit-test solution is sprayed into the enclosure using the same number of squeezes (either 10, 20 or 30 squeezes) based on the number of squeezes required to elicit a taste response as noted during the screening test.</li> <li>• After generating the aerosol, the test subject shall be instructed to perform the exercises in the respirator fit test exercises of this appendix.</li> <li>• Every 30 seconds the aerosol concentration shall be replenished using one half the number of squeezes used initially (e.g., 5, 10 or 15).</li> <li>• The test subject shall indicate to the test conductor if at any time during the fit-test the taste of Bitrex is detected. If the test subject does not report tasting the Bitrex, the test is passed.</li> <li>• If the taste of Bitrex is detected, the fit is deemed unsatisfactory and the test is failed. A different respirator shall be tried and the entire test procedure is repeated (taste threshold screening and fit-testing).</li> </ul>				

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<p><b>Appendix E: Employees Using Respirators When Not Required Under the Standard (Voluntary Use)</b></p> <p><u><i>Information for Employees Using Respirators When Not Required Under the Standard</i></u></p> <p>Respirators are an effective method of protection against designated hazards when properly selected and worn. Respirator use is encouraged, even when exposures are below the exposure limit, to provide an additional level of comfort and protection for workers. However, if a respirator is improperly used, kept in an unsanitary condition, and not maintained correctly, it can become a hazard to the worker. Sometimes, workers may wear respirators to avoid exposures to hazards, even if the amount of hazardous substance does not exceed the limits set by regulatory standards. If the respirator is provided for voluntary use, ensure you abide by the following items and precautions so that the respirator itself does not present a hazard:</p> <ol style="list-style-type: none"> <li>1. Employees may only use respirators on a voluntary basis that they are authorized for and does not create a health/safety risk or interfere with ability to work safely. <ul style="list-style-type: none"> <li>• Notify Safety to ensure usage will not in itself create a hazard.</li> </ul> </li> <li>2. Read and heed all instructions provided by the manufacturer on use, maintenance, cleaning, care, and warnings, regarding the limitations of the respirator(s).</li> <li>3. If choosing a respirator, ensure it is certified for use to protect against the contaminant of concern. NIOSH, the National Institute for Occupational Safety and Health of the U.S. Department of Health and Human Services, endorses the respirator with a label/TC number, which should appear on the respirator or respirator packaging. It will indicate, what it is designed for and how much it will protect you.</li> <li>4. Do not wear your respirator into atmospheres containing contaminants for which your respirator is not designed to protect against. For example, a respirator designed to filter dust particles will not protect you against gases, vapors, or very small solid particles of fumes or smoke.</li> <li>5. Ensure facial hair does not interfere with the respirator facepiece seal or valves, otherwise it will not provide the proper level of protection.</li> <li>6. Keep track of your respirator so that you do not mistakenly use someone else's respirator or allow someone else to use it.</li> </ol> <p>Provide a copy of Appendix E to each voluntary user and notify safety for any questions.</p>				

### I. Respirator Fit-Test Record (Department)

[illegible]



## J. Respirator Fit-Test Record (Target Specialty Products)

### RESPIRATOR FIT TEST RECORD

A. Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
Employee No: \_\_\_\_\_  
Employee Job Title/Description: \_\_\_\_\_

B. Employer: \_\_\_\_\_  
Location/Address: \_\_\_\_\_

C. Respirator Selected: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_

D. Conditions which could affect respirator fit:

Clean Shaven	<input type="checkbox"/>	Facial Scar	<input type="checkbox"/>
1-2 Day Beard Growth	<input type="checkbox"/>	Dentures Absent	<input type="checkbox"/>
2+ Days Beard Growth	<input type="checkbox"/>	Glasses	<input type="checkbox"/>
Moustache	<input type="checkbox"/>	None	<input type="checkbox"/>

Comments: \_\_\_\_\_

E. A user seal check must be performed prior to fit testing:

Negative Pressure Check:	Pass <input type="checkbox"/>	Fail <input type="checkbox"/>	Not Done <input type="checkbox"/>
Positive Pressure Check:	Pass <input type="checkbox"/>	Fail <input type="checkbox"/>	Not Done <input type="checkbox"/>

F. Fit Testing

Quantitative ☐ Fit Factor \_\_\_\_\_

Qualitative ☐ Isoamyl Acetate (IAA): ☐ Bitrex: ☐ Irritant Smoke: ☐

Pass ☐ Fail ☐

*Passing a qualitative fit test verifies an assigned protection factor of 101 regardless of facepiece type.*

G. Employee acknowledgment of test results:

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Test Conducted By: \_\_\_\_\_ Date: \_\_\_\_\_

#### DISCLAIMER

The above respirator fit test was performed on and by the persons listed. The results indicate the performance of the listed respiratory protective device, as fitted on the employee named on this record under controlled conditions. Fit testing as performed measures the ability of the respiratory protective device to provide protection to the individual tested. Target Specialty Products or the test conductor express or imply no guarantee that this or an identical respiratory protective device will provide adequate protection under conditions other than those present when this test was performed. Improper use, maintenance, or application of this or any other respiratory protective device will reduce or eliminate protection.



## K. Pesticide Label Abstract (Target Specialty Products)

### PESTICIDE SAFETY TRAINING Abstract

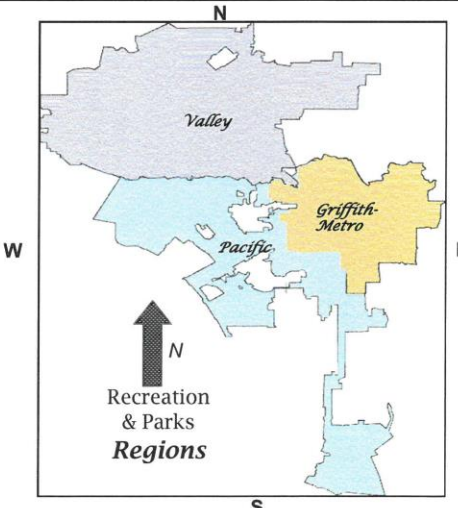
THIS DOES NOT TAKE THE PLACE OF READING THE ENTIRE LABEL

Employee:								
Pesticide:	EPA #:	Mfr:						
Category:		Active Ingredient:						
<input type="checkbox"/> Organophosphate	<input type="checkbox"/> Carbamate	<input type="checkbox"/> Medical Supervision Required						
Site/Crop:	Re-entry Period:							
<p>Format and meaning of information, such as precautionary statements about human health hazards, contained in pesticide product labeling: Causes eye irritation. Do not mix, store, or apply from a galvanized steel container; product may react and cause explosive gas. Moderately toxic to aquatic invertebrates and fish. Do not contaminate water by use, storage or disposal.</p>								
<p>Safety procedures to follow: Avoid contact with eyes or clothing. Wash PPE after use and before re-use. Wash hands before eating, drinking, using tobacco or toilet.</p>								
<p>Clothing and protective equipment to be used:</p> <table border="0"> <tr> <td><input type="checkbox"/> Respirator</td> <td><input checked="" type="checkbox"/> Eye Protection</td> <td><input type="checkbox"/> Gloves</td> </tr> <tr> <td><input type="checkbox"/> Boots</td> <td><input checked="" type="checkbox"/> Work Clothing</td> <td><input type="checkbox"/> Other</td> </tr> </table>			<input type="checkbox"/> Respirator	<input checked="" type="checkbox"/> Eye Protection	<input type="checkbox"/> Gloves	<input type="checkbox"/> Boots	<input checked="" type="checkbox"/> Work Clothing	<input type="checkbox"/> Other
<input type="checkbox"/> Respirator	<input checked="" type="checkbox"/> Eye Protection	<input type="checkbox"/> Gloves						
<input type="checkbox"/> Boots	<input checked="" type="checkbox"/> Work Clothing	<input type="checkbox"/> Other						
<p>Signs and symptoms of overexposure: Slight skin irritation. Gastrointestinal irritation, irritation of the mouth, vomiting or diarrhea in cases of ingestion. No symptoms are expected in cases where less than a mouthful is swallowed. Ingestion of large quantities of one similar product was reported to result in low blood pressure and lung edema.</p>								
<p>Emergency first aid for pesticide overexposure: Immediate first aid is not likely to be required in cases of skin contact, inhalation or ingestion.</p> <ol style="list-style-type: none"> <li>1. Eyes: Flush with water for at least 15 minutes. Remove contact lenses. Get medical attention.</li> <li>2. Skin: Rinse with water. Get medical attention if irritation persists.</li> <li>3. Inhalation: Remove to fresh air. Get medical attention if irritation persists.</li> <li>4. Ingestion: Get medical attention.</li> </ol>								
Employee Signature:		Date:						

## L. Pest Control Recommendation

9/89

### Pest Control Recommendation

1. Operator of the Property <b>City of Los Angeles - Department of Recreation and Parks</b>		2. Recommendation Expiration Date <b>Open</b>	
Address <b>200 N. Main Street</b>		City <b>Los Angeles, CA 90012</b>	County <b>Los Angeles</b>
3. Location to be Treated <b>All City of Los Angeles property operated and/or maintained by the Department of Recreation and Parks.</b>			
4. Commodity to be Treated <b>All affected turf and landscaped areas</b>		5. Acres or Units to be Treated <b>Undetermined</b>	
6. Method of Application: <input type="checkbox"/> Air <input type="checkbox"/> Ground <input type="checkbox"/> Fumigation <input type="checkbox"/> Other		7. Pest(s) to be Controlled <b>Various ants</b>	
8. Name of Pesticide(s)	Rate per Acre or Unit	Dilution Rate	Volume per Acre or Unit
<b>Advion Ant Gel</b>	<b>1/8 x 2" long line .1 to 1.0 gram spots approx 1/4" diameter</b>		
9. Hazards and/or Restrictions: <input type="checkbox"/> 1. Highly toxic to bees <input type="checkbox"/> 2. Toxic to birds, fish and wildlife <input type="checkbox"/> 3. Do not apply during irrigation or when run-off is likely to occur <input type="checkbox"/> 4. Do not apply near desirable plants <input type="checkbox"/> 5. Do not allow to drift onto humans, animals, desirable plants or property <input type="checkbox"/> 6. Keep out of lakes, streams and ponds. <input type="checkbox"/> 7. Birds feeding on treated area may be killed <input type="checkbox"/> 8. Do not apply when foliage is wet (dew, rain, etc.) <input type="checkbox"/> 9. May cause allergic reaction to some people <input type="checkbox"/> 10. This product is corrosive and reacts with certain materials <input type="checkbox"/> 11. Closed system required <input type="checkbox"/> 12. Restricted use pesticide (California and/or Federal) <input type="checkbox"/> 13. Hazardous area involved (see map and warnings) <input type="checkbox"/> 14. Other (see attachment)		10. Schedule, Time or Conditions <b>Apply under adequately lighted conditions</b> 11. Surrounding Crop Hazards <b>N/A</b> 12. Proximity of Occupied Dwellings, People, Pets or Livestock <b>Apply as crack &amp; crevice or spot treatment only.</b> 13. Non-Pesticide Pest Control, Warnings and Other Remarks <b>Do not apply in areas treated with residual sprays, hot surfaces above 120 degrees fahrenheit, surfaces that food contacts, or easily accessible to humans and pets.</b> 14. Criteria Used for Determining Need for Pest Control Treatment: <input type="checkbox"/> Sweep Net Counts <input type="checkbox"/> Leaf or Fruit Counts <input type="checkbox"/> Preventive <input type="checkbox"/> Field Observation <input type="checkbox"/> Pheromone or Other Trap <input type="checkbox"/> Soil Sampling <input type="checkbox"/> History <input type="checkbox"/> Other	
15. Crop and Site Restrictions: <input type="checkbox"/> 1. Worker reentry interval ____ days <input type="checkbox"/> 2. Do not use within ____ days of harvest/slaughter <input type="checkbox"/> 3. Posting required <input type="checkbox"/> Yes <input type="checkbox"/> No ____ days <input type="checkbox"/> 4. Do not irrigate for at least ____ days after application <input type="checkbox"/> 5. Do not apply more than ____ application(s) per season <input type="checkbox"/> 6. Do not feed treated foliage or straw to livestock <input type="checkbox"/> 7. Plantback restrictions (see label) <input type="checkbox"/> 8. Other (see attachments)			
16. I certify that alternatives and mitigation measures that would substantially lessen any significant adverse impact on the environment have been considered and, if feasible, adopted.			
Adviser Signature _____ Date _____			
Adviser License Number <b>#03159</b> Employer <b>Department of Recreation and Parks - Forestry</b> Employers Address <b>3900 W. Chevy Chase Dr., Los Angeles, CA 90039</b>			



## M. Pesticide Assignment Sheet

### PESTICIDE ASSIGNMENT SHEET

Applicator: \_\_\_\_\_ Date: \_\_\_\_\_

Facility \_\_\_\_\_ Pest \_\_\_\_\_

Site \_\_\_\_\_

Material \_\_\_\_\_ Rate \_\_\_\_\_

Material \_\_\_\_\_ Rate \_\_\_\_\_

Material \_\_\_\_\_ Rate \_\_\_\_\_

Surfactant \_\_\_\_\_ Rate \_\_\_\_\_

Detailed instructions: \_\_\_\_\_

\_\_\_\_\_

Supervisor's signature \_\_\_\_\_

\_\_\_\_\_

PRODUCT \_\_\_\_\_ MANUFACTURER \_\_\_\_\_

Amount Used \_\_\_\_\_ EPA# \_\_\_\_\_

PRODUCT \_\_\_\_\_ MANUFACTURER \_\_\_\_\_

Amount Used \_\_\_\_\_ EPA# \_\_\_\_\_

PRODUCT \_\_\_\_\_ MANUFACTURER \_\_\_\_\_

Amount Used \_\_\_\_\_ EPA# \_\_\_\_\_

Total solution applied: \_\_\_\_\_ Equipment Used: \_\_\_\_\_

Total Sq. Ft. treated or total items treated \_\_\_\_\_

SAFETY EQUIP. USED: Gloves \_\_\_\_\_, Boots \_\_\_\_\_, Coveralls \_\_\_\_\_,  
Respirator \_\_\_\_\_, Eye Protection \_\_\_\_\_, Hard Hat \_\_\_\_\_, Apron \_\_\_\_\_.

COMMENTS: \_\_\_\_\_

Citywide Vegetation Management Unit  
Weekly Pesticide application Report

Spray Applicator: \_\_\_\_\_  
(Please Print)

Sigatruue: \_\_\_\_\_

[illegible]

## O. Monthly Pesticide Use Report (Department)

DEPARTMENT OF RECREATION AND PARKS  
MONTHLY PESTICIDE USE REPORT

MONTH/YEAR: \_\_\_\_\_  
REGION: \_\_\_\_\_  
MAINTENANCE AREA: \_\_\_\_\_

	MANUFACTURER	NAME OF PRODUCT	AMOUNT USED	E.P.A. NUMBER	ACRES SPRAYED	TOTAL # OF APPLICATIONS	TYPE OF PEST TREATED WEEDS, INSECT, DISEASE
1	BAYER	TEMOP ULTRA WP		432-1304			
2	BELL	FASTRAC PLACE PAC		12455-97			
3	BELL	TRAPPER GLUE TRAYS		N/A			
4	SYNGENTA	ADVION ANT GEL		100-1498			
5	SYNGENTA	ADVION BAIT ARENA		100-1486			
6	WATERBURY	D-FOAM		9444-277			
7	WHITMIRE	P.I.		499-444			
8	WHITMIRE	WASP-FREEZE		499-362			
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Form must be completed by Senior Park Maintenance Supervisor and submitted to the Forestry Division no later than the 5th day of the month following pesticide application.  
3/13

SUBMITTED BY: \_\_\_\_\_  
(Please print)  
SIGNATURE: \_\_\_\_\_

## P. Monthly Pesticide Use Report (California DPR)

STATE OF CALIFORNIA  
**MONTHLY SUMMARY PESTICIDE USE REPORT**  
 DPR-PML-060 (REV. 1/18) PAGE 1 OF 2

DEPARTMENT OF PESTICIDE REGULATION  
 PEST MANAGEMENT AND LICENSING BRANCH

INSTRUCTIONS FOR COMPLETING THIS FORM ARE INDICATED BELOW AND ON THE REVERSE SIDE

OPERATOR (FIRM NAME)		ADDRESS		CITY	ZIP CODE	PHONE NUMBER
OPERATOR ID/PERMIT NUMBER	LICENSE NUMBER	COUNTY WHERE APPLIED	COUNTY NUMBER	MONTH/YEAR OF USE	TOTAL NUMBER OF APPLICATIONS	

- Complete Columns A, B, C, and D for All Users
- Complete Column E by using one of the following codes:  
 Code 10 - Structural Pest Control.....includes any pest control work performed within or on buildings and other structures.  
 Code 30 - Landscape Maintenance Pest Control.....includes any pest control work performed on landscape plantings around residences or other buildings, golf courses, parks, cemeteries, etc.  
 Code 40 - Right-of-Way Pest Control.....includes any pest control work performed along roadsides, power lines, median strips, ditch banks, and similar sites.  
 Code 50 - Public Health Pest Control.....includes any pest control work performed by or under contract with State or local public health or vector control agencies.  
 Code 80 - Vertebrate Pest Control.....includes any vertebrate pest control work performed by public agencies or work under the supervision of the State or county agricultural commissioner.  
 Code 91 - Commodity Fumigation (Nonfood/Nonfeed).....includes fumigation of nonfood/nonfeed commodities such as pallets, dunnage, furniture, burlap bags, etc.  
 Code 100 - Regulatory Pest Control.....includes any pest control work performed by public employees or contractors in the control of regulated pests  
 Note: pesticide use on cannabis should be reported on the appropriate production agricultural pesticide use report forms (DPR-PML-017C, DPR-PML-183 or DPR-PML-025).
- Complete Columns F and G, if use does not fit one of the above codes

A	B	C	D	E	F	G
MANUFACTURER AND NAME OF PRODUCT APPLIED	EPA/CALIFORNIA REGISTRATION NUMBER FROM LABEL (INCLUDE ALPHA CODE)	TOTAL PRODUCT USED (Check One Unit of Measure)	NUMBER OF APPLICATIONS	CODE	COMMODITY OR SITE TREATED	ACRES/UNITS TREATED
		<input type="radio"/> LB <input type="radio"/> OZ <input type="radio"/> PT <input type="radio"/> QT <input type="radio"/> GA				
		<input type="radio"/> LB <input type="radio"/> OZ <input type="radio"/> PT <input type="radio"/> QT <input type="radio"/> GA				
		<input type="radio"/> LB <input type="radio"/> OZ <input type="radio"/> PT <input type="radio"/> QT <input type="radio"/> GA				
		<input type="radio"/> LB <input type="radio"/> OZ <input type="radio"/> PT <input type="radio"/> QT <input type="radio"/> GA				
		<input type="radio"/> LB <input type="radio"/> OZ <input type="radio"/> PT <input type="radio"/> QT <input type="radio"/> GA				
		<input type="radio"/> LB <input type="radio"/> OZ <input type="radio"/> PT <input type="radio"/> QT <input type="radio"/> GA				

REPORT PREPARED BY \_\_\_\_\_ DATE \_\_\_\_\_  
 Distribution: CAC - Two copies; Report preparer - One copy



## GENERAL INFORMATION FOR COMPLETING THE MONTHLY SUMMARY PESTICIDE USE REPORT

(Page 2 of 2)

### Reporting Requirements

Reporting of all pesticide applications including spray adjuvants and plant growth regulators, is required by:

1. Landscape maintenance gardener pest control businesses, agricultural pest control businesses performing residential work, and structural pest control businesses.
2. Public agencies, pest control businesses and property operators who apply pesticides for agricultural use other than for the production of an agricultural commodity. These uses include applications for the production of poultry, fish, and apiary. Pest control businesses must report uses for the production of livestock. Also, uses on golf courses, parks, rights-of-way, cemeteries, forests, ditches, fence lines, etc. must be reported.
3. Persons who use restricted materials for uses other than the production of an agricultural commodity.
4. Persons who use a pesticide for industrial post-harvest commodity treatments.
5. Persons who use a Ground Water Protection pesticide, listed in Title 3, California Code of Regulations, section 6800(b) for any outdoor, institutional or industrial use.

### Report Filing Deadlines

Submit two (2) copies of this report to the county agricultural commissioner by the 10th of the month, following the month in which the work was performed. Reports may be hand-delivered or mailed, the postmark serving as the date of delivery. Retain a copy for your records.

For each month when no pest control work has been performed, licensed pest control businesses must submit a use report by the 10th day of the following month to the county agricultural commissioner in counties where they are registered. The use report must indicate that no pest control work was performed.

### SPECIFIC INSTRUCTIONS FOR COMPLETING THE FACE PAGE

The operator/firm information should be filled out completely, including the address, ZIP code, and telephone number.

Identify the Operator Identification/Restricted Material Permit Number, if applicable.

Enter the name of the county where the pesticide(s) was applied.

Indicate the county number where the product(s) was applied. The county number is available from the county agricultural commissioner's office. A separate report must be filed for each county where pesticides were applied.

Enter the month and year in which the applications were made.

Enter the total number of applications (i.e., the total of column D below) made during the month.

In Column A, enter both the manufacturer and brand name of the product.

In Column B, enter the "EPA Registration Number" or "California Registration Number" that appears on the pesticide label, including alpha codes, if any (AA, ZA, ZB, etc.). Do not use the "EPA Establishment Number" (Est. No.).

In Column C, indicate the total amount of product used as formulated and packaged by the manufacturer. Do not report the total mixture after dilution. Check only one unit of measure. If necessary, decimals and fractions may be used.

In Column D, indicate the total number of applications for each pesticide used during the reporting month. Each separate site (home, apartment complex, building, right-of-way, grain silo, etc.) should be counted as one application. For tank mixes, each represented pesticide should be credited with one application.

In Column E, if the use of the product is structural, landscape, right-of-way, vertebrate, public health, commodity fumigation (nonfood/ nonfeed) or regulatory, enter the appropriate code number. Leave Columns F and G blank.

In Column F, if use of the product is not included in one of the number coded categories that are identified in column E, such as food/feed commodity fumigations, seed treatment, noncrop fencelines or ditch banks, etc., enter the commodity or site treated. Leave Column E blank.

Do not enter vertebrate pest control work in production areas such as orchards or other crop areas. This work should be reported on the Production Agriculture Monthly Pesticide Use Report.

In Column G, if use of the product is not included in one of the number-coded categories that are identified in Column E, enter the amount treated and the appropriate unit of measure (acres, pounds, square feet, tons, etc.). If you have a different measure, describe it fully and enter the amount treated. Leave Column E blank.

Enter the name of the person responsible for completing the information, and date the report. This could be a licensee, a manager, the person who applied the pesticide, a bookkeeper, etc.

Q. Healthy Schools Act 2000 Compliance Packet, Cal. DPR (Infographic / Plan Template / Annual Notification / Individual Notification Request [sample] / Notice of Application [sample] / Warning: Pesticide Treated Area Sign / Pesticide Use Report Form)

## HEALTHY SCHOOLS ACT COMPLIANCE PACKET

*for School Districts*



### Contents

HSA requirements infographic

IPM plan template

Annual notification form

Individual notification registry form

Individual notification registry notice

Warning sign template

Pesticide use report form



# Healthy Schools Act Requirements for Public K-12 Schools and Child Care Centers



## IDENTIFY

Choose an IPM coordinator who will make sure the requirements of the HSA are met.



## PLAN

Create a plan for IPM and publish it on the school, district, or child care center website. If a website does not exist, include the plan in the annual written notification.



## TRAIN

Provide annual Healthy Schools Act training to all teachers, staff, and volunteers who use any pesticides, including exempt pesticides.



## POST

Post warning signs in the area where a pesticide will be applied, at least 24 hours before and 72 hours after the application.



## NOTIFY

Send an annual notification to all parents, guardians, and staff of all pesticides expected to be applied during the year.



## RECORD

Keep records of pesticide applications, and file these records for at least 4 years.



## REGISTER

Give parents, guardians, and staff the opportunity to register to be notified 72 hours in advance of individual pesticide applications.



## REPORT

Submit annual pesticide use reports to DPR by January 30 for the previous year's applications. Only report pesticide use by school personnel.

Visit our website: <http://apps.cdpr.ca.gov/schoolipm/>

Questions? Email us at: [school-ipm@cdpr.ca.gov](mailto:school-ipm@cdpr.ca.gov)



## School District Integrated Pest Management Plan

When completed, this template meets the Healthy Schools Act requirement for an integrated pest management (IPM) plan.  
An IPM plan is required if a school district uses pesticides<sup>1</sup>

### Contacts

School District Name	Address	
District IPM Coordinator	IPM Coordinator's Phone Number	Email Address

### IPM statement

It is the goal of \_\_\_\_\_ to implement IPM by focusing on long-term prevention or suppression of pests through accurate pest identification, by frequent monitoring for pest presence, by applying appropriate action levels, and by making the habitat less conducive to pests using sanitation and mechanical and physical controls. Pesticides that are effective will be used in a manner that minimizes risks to people, property, and the environment, and only after other options have been shown ineffective.

Our pest management objectives are to: *(Example: Focus on long-term pest prevention)*

--

### IPM team

In addition to the IPM Coordinator, other individuals who are involved in purchasing, making IPM decisions, applying pesticides, and complying with the Healthy Schools Act requirements, include:

Name and/or Title	Role in IPM program

### Pest management contracting

☐ Pest management services are contracted to a licensed pest control business.

Pest Control Business name(s): \_\_\_\_\_

☐ Prior to entering into a contract, the school district has confirmed that the pest control business understands the training requirement and other requirements of the Healthy Schools Act.

### Pest identification, monitoring and inspection

Pest Identification is done by: \_\_\_\_\_  
*(Example: College/University staff, Pest Control Business, etc.)*

Monitoring and inspecting for pests and conditions that lead to pest problems are done regularly by \_\_\_\_\_ and results are communicated to the IPM Coordinator.

*(Example: District staff title, e.g. Maintenance staff)*

Specific information about monitoring and inspecting for pests, such as locations, times, or techniques include:

*(Example: Sticky monitoring boards are placed in the kitchen and are checked weekly by custodial staff.)*

--

### Pests and non-chemical management practices

This school district has identified the following pests and routinely uses the following non-chemical practices to prevent pests from reaching the action level:

Pest	Remove food	Fix leaks	Seal cracks	Install barriers	Physical removal	Traps	Manage irrigation	Other
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

### Chemical pest management practices

If non-chemical methods are ineffective, the school district will consider pesticides only after careful monitoring indicates that they are needed according to pre-established action levels and will use pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property and the environment.

This school district expects the following pesticides (pesticide products and active ingredients) to be applied during the year. (This list includes pesticides that will be applied by school district staff or licensed pest control businesses.):

--

### Healthy Schools Act

- ☐ This school district complies with the notification, posting, recordkeeping, and all other requirements of the Healthy Schools Act. (Education Code Sections 17608 - 17613, 48980.3; Food & Agricultural Code Sections 13180 - 13188)

### Training

Every year school district employees who make pesticide applications receive the following training prior to pesticide use:

- ☐ Pesticide specific safety training (Title 3 California Code of Regulations 6724)
- ☐ School IPM training course approved by the Department of Pesticide Regulation (Education Code Section 16714; Food & Agricultural Code Section 13186.5).

### Submittal of pesticide use reports

- ☐ Reports of all pesticides applied by school district staff during the calendar year, except pesticides exempt<sup>1</sup> from HSA recordkeeping, are submitted to the Department of Pesticide Regulation at least annually, by January 30 of the following year, using the form provided at [www.cdpr.ca.gov/schoolipm](http://www.cdpr.ca.gov/schoolipm). (Education Code Section 16711)

### Notification

This school district has made this IPM plan publicly available by the following methods (check at least one):

- ☐ This IPM plan can be found online at the following web address: \_\_\_\_\_
- ☐ This IPM plan is sent out to all parents, guardians and staff annually.

### Review

- ☐ This IPM plan will be reviewed (and revised, if needed) at least annually to ensure that the information provided is still true and correct.

Date of next review: \_\_\_\_\_

*I acknowledge that I have reviewed this school district's IPM Plan and it is true and correct.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> These pesticides are exempt from all Healthy Schools Act requirements, except the training requirement: 1) products used in self-contained baits or traps, 2) gels or pastes used as crack and crevice treatments, 3) antimicrobials, and 4) pesticides exempt from U.S. EPA registration. (Education Code Section 17610.5)

### Annual Notification Form

Dear Parent or Guardian,

The Healthy Schools Act requires all California school districts to notify parents and guardians of pesticides they expect to apply during the year. We expect to use the following pesticides in your school this year:

Name of Pesticide (Common Name)	Active Ingredient(s)

You can find more information regarding these pesticides and pesticide use reduction at the Department of Pesticide Regulation's Web site at [www.cdpr.ca.gov](http://www.cdpr.ca.gov).

You may view a copy of the district's integrated pest management plan in the schoolsite office. It is located online at:

If you have any questions, please contact:

Dear Parent or Guardian,

The Healthy Schools Act of 2000 requires that all schools provide parents or guardians of students with annual written notification of expected pesticide use on school sites. The notification will identify the active ingredient or ingredients in each pesticide product and will include the Internet address (<http://www.cdpr.ca.gov>) for further information on pesticides and their alternatives.

Parents or guardians may request prior notification of individual pesticide applications at the school site. People listed on this registry will be notified at least 72 hours before pesticides are applied. If you would like to be notified every time we apply a pesticide, please complete and return the form below and mail it to:

If you have any questions, please contact

Sincerely,

---

### **Request for Individual Pesticide Application Notification**

I understand that, upon request, the school district is required to supply information about individual pesticide applications at least 72 hours before application. I would like to be notified before each pesticide application at this school.

I would prefer to be contacted by (check one): U.S. Mail ☐ E-mail ☐ Phone ☐

Please print neatly:

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Day Phone: (    ) \_\_\_\_\_ Evening Phone: (    ) \_\_\_\_\_

E-mail: \_\_\_\_\_

Return to:

**SAMPLE NOTICE FOR SPECIFIC PESTICIDE APPLICATION**

Dear Parent or Guardian,

At your request, we are writing to notify you about a specific pesticide application(s) at your school. Please see below for detailed information. If you would like to see the Safety Data Sheet for this chemical, it is available at

[SCHOOL LOCATION]

If you have any questions, please contact

[SCHOOL DISTRICT REPRESENTATIVE NAME]  
at [PHONE].

Sincerely,  
[NAME OF SCHOOL DISTRICT OFFICIAL]

---

**Notice of Pesticide Application**

Date Form Completed: \_\_\_\_\_

School Name: \_\_\_\_\_

Location of Planned Pesticide Application: \_\_\_\_\_

Building Name/Number: \_\_\_\_\_

Playground or Grounds Section: \_\_\_\_\_

Name of Pesticide To Be Applied: \_\_\_\_\_

Active Ingredient(s): \_\_\_\_\_

Planned Date/Time of Pesticide Application: \_\_\_\_\_

For more information regarding these pesticides and pesticide use reduction, visit the Department of Pesticide Regulation's Web site at <http://www.cdpr.ca.gov> and click School IPM.

# WARNING: PESTICIDE TREATED AREA

Name of Pesticide: \_\_\_\_\_

Name of Manufacturer: \_\_\_\_\_

US EPA Registration No.: \_\_\_\_\_

Intended Application Date \_\_\_\_\_

Treated Areas

Actual Application Date \_\_\_\_\_

Reason for Treatment

For more information about this pesticide application contact:

Name

Title

For recordkeeping purposes per the Healthy Schools Act: Amount of Pesticide Used \_\_\_\_\_



## PESTICIDE USE REPORTING FOR SCHOOL AND CHILD DAY CARE CENTER EMPLOYEES

DEPARTMENT OF PESTICIDE REGULATION  
PEST MANAGEMENT & LICENSING BRANCH

APPLICATION YEAR		SCHOOL DESIGNEE (IPM COORDINATOR)	DISTRICT / CENTER NAME		LICENSE / CERTIFICATE NUMBER (OPTIONAL)	
REPORT PREPARED BY:			E-MAIL ADDRESS	CITY	PHONE NUMBER	
School CDS #/Child Day Care Facility # OR Name & Address AND Specify if School or Child Day Care Facility	County Code	Date & Time Application Completed	Location (# from list on back)	Manufacturer & Name of Product Applied	EPA REG. Number on Label or CA Reg. Number for adjuvants (include alpha code, if listed)	Amount of Pesticide Product Used (check or write in unit from label)
<input type="checkbox"/> School <input type="checkbox"/> Day Care						<div>(vol.) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PT</div> <div>(wt.) <input type="checkbox"/> OZ <input type="checkbox"/> ML <input type="checkbox"/> LB</div> <div><input type="checkbox"/> GR <input type="checkbox"/> OZ <input type="checkbox"/> LB</div>
<input type="checkbox"/> School <input type="checkbox"/> Day Care						<div>(vol.) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PT</div> <div>(wt.) <input type="checkbox"/> OZ <input type="checkbox"/> ML <input type="checkbox"/> LB</div> <div><input type="checkbox"/> GR <input type="checkbox"/> OZ <input type="checkbox"/> LB</div>
<input type="checkbox"/> School <input type="checkbox"/> Day Care						<div>(vol.) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PT</div> <div>(wt.) <input type="checkbox"/> OZ <input type="checkbox"/> ML <input type="checkbox"/> LB</div> <div><input type="checkbox"/> GR <input type="checkbox"/> OZ <input type="checkbox"/> LB</div>
<input type="checkbox"/> School <input type="checkbox"/> Day Care						<div>(vol.) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PT</div> <div>(wt.) <input type="checkbox"/> OZ <input type="checkbox"/> ML <input type="checkbox"/> LB</div> <div><input type="checkbox"/> GR <input type="checkbox"/> OZ <input type="checkbox"/> LB</div>
<input type="checkbox"/> School <input type="checkbox"/> Day Care						<div>(vol.) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PT</div> <div>(wt.) <input type="checkbox"/> OZ <input type="checkbox"/> ML <input type="checkbox"/> LB</div> <div><input type="checkbox"/> GR <input type="checkbox"/> OZ <input type="checkbox"/> LB</div>
<input type="checkbox"/> School <input type="checkbox"/> Day Care						<div>(vol.) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PT</div> <div>(wt.) <input type="checkbox"/> OZ <input type="checkbox"/> ML <input type="checkbox"/> LB</div> <div><input type="checkbox"/> GR <input type="checkbox"/> OZ <input type="checkbox"/> LB</div>

Use this form ONLY to report pesticide applications made by schoolsite employees, staff, and volunteers at schools and child care centers.  
DO NOT report pesticide use by pest management professionals contracted to apply pesticides at schoolsites. They will report their own  
use. Report must be submitted no later than January 30th of the year following the year of use to:  
School Pesticide Use Reporting, Department of Pesticide Regulation, P.O. Box 4015, Sacramento, CA 95812-4015

**INSTRUCTIONS:**

1. Each line is an individual pesticide application. Report only one schoolsite, date/time, and pesticide per line. Multiple pages will be needed if you need to report more than 5 pesticide applications.
2. A name and address is required for each schoolsite. A cover sheet with all schoolsite names/addresses can be included with your report to prevent repetitive writing/typing.
3. Applicators: If you are mixing a concentrate with a liquid, report the amount of concentrate applied. For products that don't require dilution, report the amount of finished product applied.

**PEST CONTROL CODES:**

Code 10 - Structural Pest Control ..... includes pest control work performed within or on buildings or other structures

Code 30 - Landscape Maintenance Pest Control..... includes pest control work performed on landscape plantings around buildings

Code 80 - Vertebrate Pest Control ..... includes pest control work performed by public agencies or work under the supervision of the State or county agricultural commissioner

**LOCATION CODES:**

1	Administration Bldg	5	Cafeteria/Kitchen	9	Landscape (indoor)	13	Multipurpose Room	17	Vehicle
2	Athletic Field	6	Classroom	10	Landscape (outdoor)	14	Playground	18	Multiple Locations
3	Auditorium	7	Gymnasium	11	Library	15	Pool	19	Other (Please indicate)
4	Bldg. Exterior	8	Hardscape (parking lot, sidewalk, etc.)	12	Locker Room	16	Restroom		

Reason for application is not required for reporting. This form, when filled out completely, can be used as the pesticide use record required under HSA.  
Reasons for application (required for Healthy Schools Act recordkeeping).

Application 1:

Application 2:

Application 3:

Application 4:

Application 5:

## R. Request for Notice of Pesticide Application

Dear Parent or Guardian,

The Healthy Schools Act of 2000 was signed into law in September 2000 and requires that all public child care centers provide parents or guardians of students with annual written notification of expected pesticide use on facility sites. The notification will identify the active ingredient or ingredients in each pesticide product and will include the Internet address (<http://www.cdpr.ca.gov>) for further information on pesticides and their alternatives. We will send out annual notifications starting January 1, 2002

Parents or guardians may request prior notification of individual pesticide applications at the child day care center. Beginning January 1, 2002, people listed on this registry will be notified at least 72 hours before pesticides are applied. If you would like to be notified every time we apply a pesticide, please complete and return the form below and mail it to:

RECREATION/CHILD CARE CENTER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

SINCERELY,

\_\_\_\_\_  
RECREATION/CHILD CARE PROGRAM MANAGER

.....  
**REQUEST FOR INDIVIDUAL PESTICIDE APPLICATION NOTIFICATION**

RECREATION/CHILD CARE CENTER: \_\_\_\_\_

I understand that upon request, the child care program requires information to be provided for individual pesticide applications at least 72 hours before application. I would like to be notified before each pesticide application at this center.

I would prefer to be contacted by (circle one):      U.S. Mail      E-mail      Phone

Please print neatly:

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

**PLEASE RETURN THIS SLIP TO:**

FACILITY CONTACT: \_\_\_\_\_

FACILITY ADDRESS: \_\_\_\_\_

## S. Notice of Pesticide Application (Parks/Child Care Centers)

Dear Parent or Guardian,

At your request, we are writing to notify you about a specific pesticide application(s) at your child/day care center. Please see below for detailed information. If you have any questions or would like to see the Material Safety Data Sheet for this chemical you may view it at:

RECREATION/CHILD CARE CENTER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PHONE: \_\_\_\_\_

FACILITY/PROGRAM MANAGER: \_\_\_\_\_

.....

### NOTICE OF PESTICIDE APPLICATION

DATE FORM COMPLETED: \_\_\_\_\_

CENTER NAME: \_\_\_\_\_

LOCATION OF PLANNED PESTICIDE APPLICATION: \_\_\_\_\_

\_\_\_\_\_

NAME OF PESTICIDE TO BE APPLIED: \_\_\_\_\_

ACTIVE INGREDIENTS: \_\_\_\_\_

PLANNED DATE/TIME OF PESTICIDE APPLICATION: \_\_\_\_\_

\_\_\_\_\_

For more information regarding these pesticides and pesticide use reduction, visit the Department of Pesticide Regulation's Web site at <http://www.cdpr.ca.gov> and click School IPM program.

## T. Notice of Pesticide Application (Golf)



### Department of Recreation and Parks Notification of Pesticide Application



To Be Completed By Pest/Vegetation Management Supervisor

Product Name: \_\_\_\_\_

Application Date: \_\_\_\_\_

Application Site: \_\_\_\_\_

Applicator's Name: \_\_\_\_\_

Applicator's Office Phone Number: \_\_\_\_\_

Applicator's Cell Phone Numbers: \_\_\_\_\_

Restrictions: \_\_\_\_\_

Special Precautions: \_\_\_\_\_

Sr. Park Maintenance Supervisor: \_\_\_\_\_

Office or Cell Phone Number: \_\_\_\_\_

**TO BE POSTED ON THE OFFICIAL BULLETIN BOARDS OF THE REGION HEADQUARTERS  
AND THE TREATMENT SITE.**

**NO PERSON SHALL DIG IN THE AREA OF APPLICATION FOR AT LEAST 72 HOURS AFTER  
APPLICATION DATE.**

\_\_\_\_\_  
Pest/Vegetation Management Supervisor

\_\_\_\_\_  
DATE



U. Maintenance of Pesticide Application Equipment (Equipment Repair)

DEPARTMENT OF RECREATION AND PARKS  
MAINTENANCE OF PESTICIDE APPLICATION EQUIPMENT

THIS FORM MUST BE COMPLETED BEFORE ANY PESTICIDE APPLICATION EQUIPMENT CAN BE SERVICED BY THE EQUIPMENT REPAIR SHOP.

NAME OF PRODUCT(S) USED: \_\_\_\_\_

MATERIAL SAFETY DATA SHEET(S) IS/ARE ATTACHED:

(MANDATORY) \_\_\_\_\_

APPLICATOR'S  
NAME: \_\_\_\_\_ REG/DIV \_\_\_\_\_

TELEPHONE (or Pager): \_\_\_\_\_ / \_\_\_\_\_  
(Applicator) (Supervisor)

SPECIAL PRECAUTIONS: \_\_\_\_\_

VERIFICATION THAT PESTICIDE APPLICATION EQUIPMENT HAS BEEN RINSED WITH A NEUTRALIZING AGENT.

(RINSING MUST BE VERIFIED BY THE SUPERVISOR BEFORE PESTICIDE APPLICATION EQUIPMENT WILL BE ACCEPTED BY THE EQUIPMENT REPAIR SHOP.)

THIS PESTICIDE APPLICATION EQUIPMENT HAS BEEN RINSED BY:

\_\_\_\_\_  
(Signature of Pesticide Applicator) / (Date)

VERIFIED AND CLEARED FOR MAINTENANCE:

\_\_\_\_\_  
(Signature of Park Maintenance Supervisor) / (Date)



## Chapter 9: References

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