



County of Santa Cruz

OFFICE OF THE AGRICULTURAL COMMISSIONER

DAVID W. MOELLER
AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES
DIRECTOR, MOSQUITO AND VECTOR CONTROL

September 14, 1998

Agenda Date: October 6, 1998

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Pesticide Residue Sampling Contract

Dear Members of the Board:

The California Department of Pesticide Regulation (DPR), as part of its statewide pesticide use enforcement program, contracts with county agricultural commissioners to collect and submit samples of agricultural commodities to their laboratory for testing for pesticide residues. Until last fiscal year, our county participated in this program every year since its inception; however, DPR's proposed reimbursement amount to us last year, coupled with restrictive sampling requirements, made it economically unwise for us to continue in the program in 1997-98. And, because of our uncertainty that DPR's funding and sampling schedule would improve, we dropped the pesticide residue sampling contract from the list of continuing agreements earlier this year while we were preparing our proposed 1998-99 budget.

Recently, however, DPR has proposed a contract for this fiscal year which now contains adequate cost reimbursement and an expanded and more flexible sampling schedule. Pesticide residue sampling is an essential component of an effective and protective pesticide regulatory program. Now that the cost reimbursement issues which precluded our participation last year have been resolved to our satisfaction, we could resume our activities in this important program subject to your Board's approval of DPR's proposed contract with us.

It is therefore **RECOMMENDED** that your Board approve the agreement with the California Department of Pesticide Regulation to conduct pesticide residue sampling under Contract No. 98-0 134 and authorize the Agricultural Commissioner to sign the contract.

Sincerely,

David W. Moeller
Agricultural Commissioner

Approved:



SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

Attachment: ADM - 29

cc: DPR

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

2 5

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Santa Cruz County Agricultural Commissioner

(Signature) [Signature] (Date) 9/14/98

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County Agricultural Commissioner (Agency)
and, Dept. of Pesticide Regulation, 830 K St., Sacramento, CA 95814 (Name & Address)
- The agreement will provide a Pesticide Residue Sampling Program
- The agreement is needed to receive State funding for this program
- Period of the agreement is from Sept. 1, 1998 to August 31, 1999
- Anticipated ~~cost~~ ^{revenue} is \$ 3,900.00 (Fixed amount, Monthly rate, Not to exceed)
- Remarks: This is similar to the inspection sampling program done in recent years. The funding pays for the program. This was County contract number R-567 in 97-98.
- Revenue is 103210 (Index#) 3200 0732 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ~~are~~ ^{are not} available and ~~have been~~ ^{will be} encumbered. Contract No. R 567 Date 9/17/98
N/A
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____

(Agency).

Remarks:

(Analyst)

County Administrative Officer

By [Signature] Date 9/22/98

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

County Administrative Officer
By _____ Deputy Clerk

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STATE OF CALIFORNIA

STANDARD AGREEMENT

STD. 2 (REV. 5-91) (DPR Electronic)

APPROVED BY THE
-ATTORNEY GENERAL

ORIGINAL

CONTRACT NUMBER

98-0134

AM. NO.

TAXPAYER'S FEDERAL EMPLOYER
IDENTIFICATION NUMBER

94-6000534

THIS AGREEMENT, made and entered into this 30 day of July, 1998,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE
DIRECTOR

AGENCY
DEPARTMENT OF PESTICIDE REGULATION

, hereafter called the State, and

CONTRACTOR'S NAME

SANTA CRUZ COUNTY

, hereafter called the Contractor

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor to provide all equipment, materials, and personnel necessary to obtain and deliver the number and type of samples designated and in accordance with the obligations and specifications contained in the attached "Agreement Specifications for Priority Pesticide Sampling", identified as Exhibit A; "Sample Delivery Schedule", identified as Exhibit B; "Monthly Sample Schedule", identified as Exhibit C; and "Budget Sheet", identified as Exhibit D, and by these references made a part hereof.

Contractor shall direct all inquiries and notices with respect to this agreement to the Pesticide Enforcement Food Safety Coordinator for County Priority Pesticide Sampling Contracts, 830 K Street, Room 401, Sacramento, California 95814-3510.

The effective period of this agreement shall be September 1, 1998 through August 31, 1999. This agreement must be signed and returned within 45 days after receipt by Contractor. The total amount payable under this agreement shall not exceed the amount specified in the attached Budget Sheet, Exhibit D, and by this reference made a part hereof.

The Contractor shall be reimbursed by submitting an itemized invoice on county letterhead, in triplicate, quarterly, in arrears, and identified with the contract number to: Department of Pesticide Regulation, Pesticide Enforcement Food Safety Coordinator, 830 K Street, Room 401, Sacramento, California 95814-3510. Invoices must be submitted with signature and title of the person authorized to sign for the county. Invoices must identify, total samples by commodity and month, price per sample and total price for billing periods.

Approved by Secretary/CEO
Per memorandum dated
Oct. 28, 1994

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA**CONTRACTOR**

(408) 763-8080

AGENCY

DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.,)

SANTA CRUZ COUNTY

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

X

PRINTED NAME OF PERSON SIGNING

JEAN WALKER

PRINTED NAME AND TITLE OF PERSON SIGNING

David W. Moeller, Agricultural Commissioner

TITLE

CONTRACTS MANAGER

ADDRESS 175 Westridge Dr

Watsonville, CA 95076-2797

AMOUNT ENCUMBERED BY
THIS DOCUMENT

\$ 3,900.00

PROGRAM CATEGORY (CODE AND TITLE)

17230

FUND TITLE

G/FS

Department of General Services
Use Only

PRIOR AMOUNT ENCUMBERED FOR
THIS CONTRACT

\$

(OPTIONAL USE)

ITEM

3930-001-0106

CHAPTER

STATUTE

98

FISCAL YEAR

98/99

TOTAL AMOUNT ENCUMBERED TO
DATE

\$ 3,900.00

OBJECT OF EXPENDITURE (CODE AND TITLE)

569-44

I hereby certify upon my own personal knowledge that budgeted funds are
available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

X

F.B.A. NO.

DATE

GEN. SERV. DEPT. APPROVAL
NOT REQUIRED PER
SAM 1215

STANDARD AGREEMENT

STD. 2 (REV 5-91) (DPR Electronic)

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1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence in this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expense incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

AMENDMENT/CANCELLATION

This agreement may be amended upon written mutual consent, or cancelled by either party, upon thirty (30) days written notice unless otherwise stated (State Administrative Manual Section 1247).

AMERICANS WITH DISABILITIES ACT

By signing this contract, Contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

APPROVAL

This contract shall not be considered effective until signed by both parties and approved by the Department of General Services if required (State Administrative Manual Sections 12 15 and 12 16).

AUDIT

It is hereby mutually agreed that Contractor shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7). The examination and audit shall be confined to those matters connected with the performance of this contract including but not limited to the cost of administering the contract.

BUDGET ACT

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract, and the Contractor shall not be obligated to perform any provisions of this contract.

DISPUTES

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).

INVOICES AND PAYMENTS

The Contractor shall render invoices for total monthly or quarterly charges in the month or quarter following the month or quarter for which the charges accrue. Invoices will be submitted in triplicate. Allow up to sixty (60) calendar days for payment of invoices.

DRUG FREE WORKPLACE CERTIFICATION

By signing this contract, the contractor or grantee hereby certifies, under penalty of perjury under the laws of the State of California, that the contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- 2) Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance programs; and
 - d) penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide that every employee who works on the proposed contract will:
 - a) receive a copy of the company's drug-free workplace policy statement; and,
 - b) agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the contractor or grantee may be ineligible for award of any future state contracts, if the department determines that any of the following has occurred: (1) the contractor or grantee has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

NONDISCRIMINATION CLAUSE (OCP-1)

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment, because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.

This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

PERSONAL SERVICES

This contract has complied with the Standards set forth in Government Code Section 19 130(b), Public Contract Code Section 10337, and State Administrative Manual Sections 1249 and 1268.

RESOLUTIONS

A copy of a resolution, order, motion, or ordinance of the local governing body by law having authority to enter into proposed contract authorizing execution of agreements must be included when contracting parties are county, city, district, boards or commissions (State Administrative Manual Section 1208).

SUBCONTRACTING

Contractor shall not subcontract any services under this contract without prior approval of the State's representatives.

Santa Cruz County

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EXHIBIT A. AGREEMENT SPECIFICATIONS FOR PRIORITY PESTICIDE SAMPLING

ARTICLE I. SAMPLES

"Sampling" includes not only obtaining the sample in accordance with this protocol, but also packing, storing, and transporting the sample in accordance with this protocol, within the time frames specified in Article II, Exhibits B and C.

Priority Samples

This commodity-based program focusing on point-of-origin samples allows the Department of Pesticide Regulation (DPR): (1) to analyze commodities using multi-residue screens to detect a total of more than 200 pesticides, metabolites, and breakdown products at exceedingly low levels; (2) meet the Food Quality Protection Act mandates by increased sampling of foods most likely to be consumed by infants and children.

This program, using specific commodities, provides a means to determine: (1) possible detection of multiple pesticide residues on a given commodity which will provide useful information to evaluate the cumulative effects of residues that have a common mechanism of toxicity; (2) the need for using all three multi-residue screens (organophosphate, carbamate, and chlorinated hydrocarbons); (3) if pesticides, which may have adverse health effects, are present in California produce; and (4) as a final check, comparison of the pesticide use report data with the pesticide residue detection data.

This program will focus on point-of-origin samples. Samples will be collected from packinghouses, coolers; packing sheds, and fields at packing time. All samples are to be fresh raw agricultural commodities. Identification of the grower and harvest date will be required. In addition, each sample data sheet must be identified with operator and site identification numbers. These identification numbers are needed to match the pesticide use report data to the sample.

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Commodities will be designated by a monthly sampling schedule identified as Exhibit C. The Monthly Sampling Schedule, Exhibit C, will indicate the commodity that will be sampled and delivered in accordance with this protocol. All substitutions shall be reported to a Pesticide Enforcement Branch Food Safety Coordinator in the Sacramento headquarter's office prior to sampling and delivery.

ARTICLE II. SAMPLING PROTOCOL

Collection

Samples shall be collected at packing time only.

Training

County agricultural commissioner personnel who collect samples to fulfill this Agreement shall be trained in the sampling protocol. Training shall be provided by the appropriate regional office and conducted on an as-needed basis. Any samples collected by untrained staff will not be accepted for analysis. Samples must be delivered to the California Department of Food and Agriculture's Center for Analytical Chemistry Laboratory in the appropriate regional area on the day specified in Exhibit B.

Sample Delivery Numbers

Divide the monthly sample numbers by the number of delivery days in the month. This is the maximum number to be delivered on your delivery day unless authorized by the Pesticide Enforcement Branch Food Safety Coordinator, prior to sample collection and delivery.

Guidelines for Field Sampling

Collect samples in the field site at packing time. Samples are to be collected from the box, bin, or carton, not from the tree or plant. These commodities are to be fresh, not spoiled or decayed. Ensure that the commodity is not destined for

processing. The **minimum sample size is two pounds**. Underweight samples will not be accepted. Do not duplicate a sample from the same site for a specific commodity. One site per grower will be allowed on any given delivery day. Complete the Produce Sample Analysis Report form (PR-ENF-002 Rev. 2/96), writing clearly and legibly. Obtain the grower and site identification numbers. Enter these numbers on the Produce Sample Analysis Report form in the SITE ID NUMBER and OPERATOR ID NUMBER fields. Obtain the harvest date, and enter it on the Produce Sample Analysis Report form in the DATE OF HARVEST field. Place the sample number on the paper bag ensuring the number matches the Produce Sample Analysis Report. Avoid soiling the Produce Sample Analysis Report. Place the sample in clean double-strength paper bags. Do not place samples directly in plastic bags as these bags may contain substances which can be absorbed by the sample, causing misleading laboratory results. If the sample is wet, use two paper bags. Transport the samples to the laboratory in ice chests chilled with blue ice or dry ice.

Collect a composite sample from one individual lot. Use the following chart as a guideline.

Guidelines for Sampling Commodities in Containers

Lot Size (Total number of containers identifiable as belonging to one grower.)	Sample Size (subsamples) (Number of containers from which samples are to be taken.)
1 to 5	All
6 to 100	5
Over 101	10

Exception: Collect three melons regardless of the lot size.

Guidelines for Packinghouses/Packing Sheds/Coolers Sampling

When collecting from a packinghouse, packing shed, or coolers, ask the manager or responsible person if any of the produce will be receiving any pesticide treatment. If the commodity is going to receive post-harvest treatment, collect the sample at the end of the packing line after washing and trimming has been completed and the produce is in the final stages of packing for shipment. Do not sample from bins that have commingled produce.

If the commodity is not going to receive a pesticide application, sample the produce at the front end of the packing line. When sampling from bulk lots, do not strip outer leaves from a commodity. Collect the sample from the bins or truck. When sampling from a bulk container, collect a composite sample from one individual lot. Ten subsamples constitute a composite sample from a bin or truck. Melons are an exception. When sampling melons from a bulk container always collect three. Use the following chart as a guideline. The sample is to represent the "site." Do not duplicate a sample from the same site for a specific commodity. One site per grower will be allowed on any given delivery day.

Guidelines for Sampling Commodities in Bulk Containers

Bulk Lot Size (Identifiable as belonging to one grower.)	Sample Size (subsamples)
Bins	10
Trucks	10

Exception: Collect three melons regardless of the lot size.

Commodities sampled are to be fresh, not spoiled or decayed. Ensure that the commodity is not destined for processing. The **minimum sample size is two pounds**. Underweight samples will not be accepted. Complete the Produce Sample Analysis Report form (PR-ENF-002 Rev. 2/96), writing clearly and legibly. Obtain the grower and site identification numbers. Enter these numbers on the Produce

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Sample Analysis Report form in the SITE ID NUMBER and OPERATOR ID NUMBER fields. Obtain the harvest date and enter it on the Produce Sample Analysis Report form in the DATE OF HARVEST field. Place the sample number on the paper bag ensuring the number matches that on the Produce Sample Analysis Report. Avoid soiling the Produce Sample Analysis Report. Place the sample in a clean double-strength paper bag. Do not place samples directly in plastic bags as these bags may contain substances which can be absorbed by the sample, causing misleading laboratory results. If the sample is wet, use two paper bags. Transport samples in ice chests chilled with blue ice or dry ice.

Notification and Duplicate Samples

If the owner of the commodity, the packer, or a representative is available at the time of sampling, he/she should be notified that their commodity is being sampled. When sampling is complete, the owner of the commodity should be provided with a copy of the Produce Residue Analysis Report.

Equipment

The following equipment should be carried or available when collecting samples:

Rubber gloves

Knife/shears

Felt tip marker with indelible ink

Small and large paper bags/cardboard boxes

Plastic bags/trash can liners

Zip-lock storage bags

Styrofoam ice chest/insulated coolers

Blue ice/dry ice

Wide package sealing tape

Produce Sample Analysis Report forms (PR-ENF-002, Rev. 2/96)

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Sample Preservation

Samples should be kept as cool as possible following collection and handled in such a way as to avoid bruising. Samples should be placed in a cooler with blue ice.

Paper bags and/or cardboard boxes should be used to collect samples. Write the sample number (not to exceed eight characters) on the outside of the paper bag. Complete the Produce Sample Analysis Report (PR-ENF-002, Rev. 2/96), seal it in a zip-lock bag, and attach it to the bag containing the sample. Place the paper bag inside a large plastic bag or trash can liner to keep the sample from getting wet during handling or shipping. Do not put the sample directly into plastic bags. Plastic causes sweating and chemical analysis problems. Place the sample in the ice chest on blue or dry ice, and then seal the lid of the ice chest with wide package sealing tape.

Sample Transport

Always maintain the integrity of your samples. After collection and during transport to the laboratory, be sure to keep the samples separate from areas in your vehicle that may be contaminated with pesticide residues. When loading samples into your vehicle, be sure to place easily crushed samples, such as strawberries and cherries, on top of heavier samples. Samples should always be placed in a cooler with blue ice during transport. If samples are stored prior to delivery to the laboratory, they should be refrigerated to prevent deterioration and degradation of any possible pesticide residues.

If the samples cannot be delivered in person, they should be shipped by a courier service that guarantees next-day delivery to the California Department of Food and Agriculture's Center for Analytical Chemistry in the appropriate regional office or regional area.

Samples taken more than a day prior to scheduled delivery shall be refrigerated. Decomposed or badly dehydrated samples will be rejected.

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ARTICLE III. AGENCY RESPONSIBILITY

DPR shall through the appropriate Pesticide Enforcement Branch Regional Office:

- A. Provide technical assistance and training to county agricultural commissioner personnel on sampling procedures and completing a Produce Sample Analysis Report (PR-ENF-002, Rev. 2/96). Training is required and shall be provided to county personnel by each regional office.
- B. Provide the county agricultural commissioner with a copy of the Produce Sample Analysis Report (PR-ENF-002, Rev. 2/96), with analytical results, for all samples taken under this Agreement.
- C. Ensure that samples meet the requirements in this Agreement.

The county agricultural commissioner shall:

- A. Obtain the minimum number of samples as specified in Exhibit C unless otherwise approved by the Pesticide Enforcement Branch Food Safety Coordinator.
- B. Ensure that all samples are identified with a field sample number and accompanied by a properly completed Produce Sample Analysis Report (PR-ENF-002, Rev. 2/96). Samples with Produce Sample Analysis Reports which are not properly completed will not be accepted and may require the resampling of that commodity. The county will not be paid for the first sample if the commodity is resampled. Sample identification shall not exceed eight characters.
- C. Send personnel to training provided by DPR's Regional Office for priority pesticide sampling.
- D. Ensure that all sampling procedures follow those outlined in Article II, Sampling Protocol.

- E. Allow DPR to perform quality control of the county sampling program.
- F. Allow DPR to accompany samplers. This may constitute field training for county personnel as well as a quality control check.
- G. Arrange for transportation of all samples to the California Department of Food and Agriculture's Center for Analytical Chemistry in the appropriate regional office or regional area, assuring that the samples arrive on the day designated, in a manner suitable for analysis, with two Produce Sample Analysis Reports (PR-ENF-002, Rev. 2/96) (original and copy) for each sample.
- H. Contact the Pesticide Enforcement Branch Food Safety Coordinator prior to taking any samples not already specified in this Agreement.
- I. Contact the Pesticide Enforcement Branch Food Safety Coordinator prior to taking any samples which will not meet the delivery day and numbers specified in Exhibits B, C, and/or D.
- J. Be responsible for maintaining the "chain of custody" since Agreement samples are "official" samples.

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bcc: Terry Schmer
Schmer Surname File

TS:pk disk8/but-a.wpd

EXHIBIT C. 1998/99 MONTHLY SAMPLE SCHEDULE

PRIORITY PESTICIDES	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	TOTAL
Strawberries	10	5						5	10	10		10	50
Broccoli										5			5
Celery										5			5
TOTAL	10	5	0	0	0	0	0	5	10	20	0	10	60

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Exhibit B
Page 1

EXHIBIT B. SAMPLE DELIVERY SCHEDULE

DELIVERY DAY - WEDNESDAY

Samples may be delivered the afternoon prior to your scheduled delivery day. However, samples are to be delivered to a laboratory representative in the California Department of Food and Agriculture's Center for Analytical Chemistry no later than 8:00 a.m. on the scheduled delivery day.

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EXHIBIT D. BUDGET SHEET

Pesticide Residue Samplings Expense

<u>Number of Samples</u>	<u>Cost Per Sample</u>	<u>Total</u>
60	Samples @ \$65.00	\$3,900.00
	Total 98/99 Agreement	\$3,900.00