

County of Santa Cruz

99

OFFICE OF THE AGRICULTURAL COMMISSIONER

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

July 12, 1999

AGENDA: AUGUST 3, 1999

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

SUBJECT: 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. Our county has participated in this program every year since its inception; however, DPR's proposed reimbursement amount to us last year, coupled with restrictive sampling requirements, limited our participation in the program in 1998-99. 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 1999-2000 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 limited our participation last year have been resolved to our satisfaction, we can 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. 99-0090 and authorize the Agricultural Commissioner to sign the contract.

Sincerely,

David W. Moeller
Agricultural Commissioner

Attachments: ADM-29

Pesticide Residue Sampling Contract
July 14, 1999

Agenda Date: August 3, 1999
Page 2

Approved:



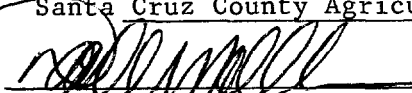
SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

cc: DFR

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

101

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

FROM:
Santa Cruz County Agricultural Commissioner (Dept.)
 (Signature) 7/8/99 (Date)

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

1. Said agreement is between the Santa Cruz County Agricultural Commissioner (Agency)

and Dept. of Pesticide Regulation, Contracts Office, 830 K Street, Room L-3, (Name & Address)
Sacramento, CA 95814-3510

2. The agreement will provide a pesticide residue sampling program

3. The agreement is needed to receive State funding for this program

4. Period of the agreement is from July 1, 1999 to June 30, 2000

5. Anticipated ^{revenue} cost is \$ 3,250 ~~-(Fixed amount; Monthly rate; Not to exceed)~~

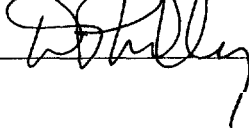
6. Remarks: This is similar to the inspection sampling program done in recent years. The funding pays for the program. This was County contract number R-567 in 98-99.

7. Appropriations are budgeted in 103210 (Index#) 0732 (Subobject)


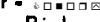
NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ^{are} available and ^{have been} encumbered. ~~and not~~ ~~will be~~ Contract No. R 705 Date 7/20/1999
N/A GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva 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).
County Administrative Officer

Remarks: _____ (Analyst) By  Date 7/20/99

Agreement approved as to form. Date _____

- Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Council - 
Co. Admin. Officer - 
Auditor-Controller - Pink
Originating Dept. Goldenrod

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

*To Orig. Dept. if rejected.

Santa Cruz



Department of Pesticide Regulation



Winston H. Hickox
Secretary for
Environmental
Protection

Paul E. Helliker, Director
830 K Street • Sacramento, California 95814-3510 • www.cdpr.ca.gov

RECEIVED
99 JUN 27 PM 12:55

Gray Davis
Governor

DATE: 6-25-99

AGRICULTURE
SANTA CRUZ COUNTY

102

Residue

TO: COUNTY AGRICULTURAL COMMISSIONER

SUBJECT: AGREEMENT FOR APPROVAL

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format (STD, 2 13) a copy of the General Terms and Conditions is not provided. It is available on the Internet site www.dgs.ca.gov/contracts and may be downloaded and printed for your files, However, if you do not have Internet capabilities, you may request a hard copy by contacting the Contracts Manager listed below.

Enclosed are two original agreements and three face sheets. Please have your authorized representative sign on the authorized signature line, print their name and title, and print the firm's address if this has not been done. Please retain one original for your suspense file, and return the other signed original and the three signed face sheets within 45 days to:

Department of Pesticide Regulation
Contracts Office
830 IS Street, Room L-3
Sacramento, CA 95814-3510

Untimely return of this contract may result in a delayed payment or cancellation of this document.

Complete the following item(s) and return to the address stated above:

STD. 2 13, Standard Agreement with attached Exhibits. Sign one (1) original and three (3) face sheets and return for further processing.

STD. 204, Vendor Data Record. No payment can be made unless this form is completed and returned.

STD. CCC1 99, Contractor Certification Clauses. The Contractor Certification package contains clauses and conditions that may apply to your Agreement and to person(s) doing business with the State of California. The Certification will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. It can be viewed at www.dgs.ca.gov/contracts. Please sign and return Page One of the STD. CCC199. Failure to do so may prohibit the State of California from doing business with your company.

DVBE documentation

Client Profile

Certificate of Insurance

Board Resolution or Minute Order authorizing execution.

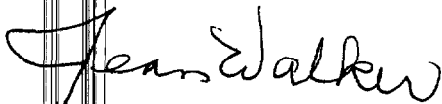
Title 2, Section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment and Housing, Office of Compliance Programs, of this Agreement award.

This agreement shall not be considered effective until signed by both parties and approved, if appropriate, by the Department of General Services. The contractor will not commence work under this agreement prior to final signature and approval.

After processing of these documents is complete, the fully executed original will be returned to you.

If you have any questions, please feel free to contact me at the below listed phone number. Thank you for your assistance.

Sincerely,



Jean Walker
Contracts Manager
(916) 324-4195

Enclosures

Q:\WPDOCS\CAC.ORIG.wpd

AGREEMENT NUMBER 99-0090	AMENDMENT NUMBER
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1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME
 DEPARTMENT OF PESTICIDE REGULATION

CONTRACTOR'S NAME
 SANTA CRUZ COUNTY

2. The term of this Agreement is: 7/1/99-6/30/00

3. The maximum amount of this Agreement is: 3250 Three Thousand Two Hundred Fifty Dollars


4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	<u>10</u>	Pages(s)
Exhibit B - Budget Detail and Payment Provision	<u>2</u>	Pages(s)
* Exhibit C - General Terms and Conditions	<u>GTC6/99</u> (Number)	<u>6/99</u> (Dated)
Exhibit D - Special Terms and Conditions	<u>N/A</u>	Pages(s)
Exhibit E - Additional Provisions	<u>N/A</u>	Pages(s)

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

*View at www.dgs.ca.gov/contracts

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) SANTA CRUZ COUNTY	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 6/30/99
PRINTED NAME AND TITLE OF PERSON SIGNING David Moeller, Agricultural Commissioner	
ADDRESS 175 WESTRIDGE DR WATSONVILLE CA 95076-2797	
STATE OF CALIFORNIA	
AGENCY NAME DEPARTMENT OF PESTICIDE REGULATION	
BY (Authorized Signature)	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING JEAN WALKER, CONTRACTS MANAGER	
ADDRESS 830 K STREET, ROOM L-3 SACRAMENTO, CA 95814-3510	

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

Exempt per

SCOPE OF WORK

This Agreement is entered into by and between the Department of Pesticide Regulation, (DPR), Pesticide Enforcement Branch, 830 K Street, Sacramento, CA 95814-3510 and Santa Cruz County Agricultural Commissioner, 175 Westridge Drive, Watsonville, CA 95076-2797, for priority pesticide sampling.

The project coordinators during the term of this agreement will be:

**Department of Pesticide Regulation
Pesticide Enforcement Branch
Attention Ms. Terry Schmeck
830 K Street
Sacramento, CA 95814-3510
(916) 445-4023
FAX (916) 445-3907**

**Santa Cruz Co Agric Comm.
Attn Mr. David Mochler
175 Westridge Drive
Watsonville, CA 95076-2797
(408) 763-8080
FAX (408) 763-8234**

Santa Cruz County

107

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.

Santa Cruz County

108

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

Santa Cruz County

109

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 mower 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.

Santa Cruz County

110

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

Santa Cruz County

111

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)

Santa Cruz County

112

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.

Santa Cruz County

ARTICLE III. AGENCP' 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.

Santa Cruz County

- 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.

Santa Cruz County

115

SAMPLE DELIVERY SCHEDULE

DELIVERY DAY - THURSDAY

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.

1999/00 MONTHLY SAMPLE SCHEDULE

PRIORITY PESTICIDES	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Broccoli												5	5
Celery												5	5
Strawberries			10	5						5	10	10	40
TOTAL	0	0	10	5	0	0	0	0	0	5	10	20	50

BUDGET DETAIL AND PAYMENT PROVISIONS

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenses incurred in accordance with the rates specified in the budget and made a part of this Agreement.

Invoices shall clearly reference this Agreement and are to be mailed to:

**Department of Pesticide Regulation
Pesticide Enforcement Branch
Attention Ms. Terry Schmer
830 K Street
Sacramento, CA 95814-3510**

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 Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget act for purposes of this program, the State shall have the option to either, cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

Payment under this agreement shall be quarterly in arrears upon submission and approval of an itemized invoice in triplicate sent to the above address.

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

Santa Cruz County

117

BUDGET SHEET

Pesticide Residue Sampling Expense

<u>Number of</u> <u>Samples</u>	<u>Cost Per</u> <u>Sample</u>	<u>Total</u>
50	Samples @ \$65.00	\$3,250.00
	Total 99/00 Agreement	\$3,250.00