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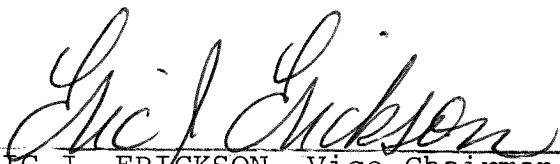
MARIPOSA COUNTY RESOLUTION NO. 81-187

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Vice-Chairman, Eric J. Erickson, is hereby authorized to sign same:


Agreement with the Department of Justice for Blood/Breath Alcohol Analysis Services

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 22nd day of September 1981, by the following vote:


AYES: Barrick, Taber, Dalton, Erickson
NOES: None
EXCUSED: Moffitt
ABSTAINED:None


ERIC J. ERICKSON, Vice-Chairman
Mariposa County Board of Supervisors

ATTEST:


ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


RICHARD K. DENHALTER,
County Counsel

AGREEMENT

This agreement is entered into this first day of July 1, 1981, by and between the State of California, Department of Justice, and the undersigned county of the State of California.

Pursuant to Section 10050.5 of the California Penal Code, the parties agree as follows: The Department of Justice (hereafter referred to as the DOJ) agrees to provide alcohol analysis services for the contracting county or agency. Services will be provided by the Forensic Alcohol Laboratories of the Bureau of Forensic Services, California Department of Justice. Services as defined will be provided at the cost of \$21.20 per subject tested for the current fiscal year.

Services defined:

1. Laboratory analysis of blood and urine samples for alcohol. The cost of drug analysis in addition to alcohol, when available, will be included as part of the uniform fee charged per subject tested.
2. Upon request, blood and urine sample containers, envelopes and mailers as normally provided by DOJ.
3. Administrative and logistical support of field breath alcohol tests utilizing the INTOXILYZER breath instrument including all associated accessories and supplies.
4. Provide and maintain INTOXILYZER breath test instruments at established locations and new locations as caseload warrants. This service includes complete instrument repair services as required for all DOJ INTOXILYZERS.
5. Consultation and expert testimony on the technical aspects of all analyses performed including the interpretation of the results relative to driving impairment on cases analyzed by DOJ.
6. Training and retraining of certified breath test (INTOXILYZER) operators to establish and maintain their proficiency as required by Title 17, Administrative Code Regulations.
7. Upon request, and as appropriate, provide legal counsel from Attorney General's staff in problems related to DUI enforcement.

Upon completion of the aforementioned services, the contracting county agrees to pay the Department of Justice the amount of \$21.20 for each subject tested for alcohol and/or drugs in their county, or a city within their county, or any governmental agency, by the Department of Justice. This payment is to be made on a monthly basis.

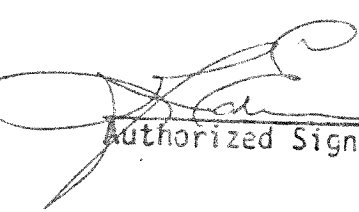
The Department of Justice agrees to provide to the contracting county or agency a monthly statement for billing purposes.

The Department of Justice agrees to provide upon request by the contracting county or agency an itemized accounting of the specific testing services performed.

The period of this agreement is July 1, 1981 through June 30, 1982.

State of California
Department of Justice

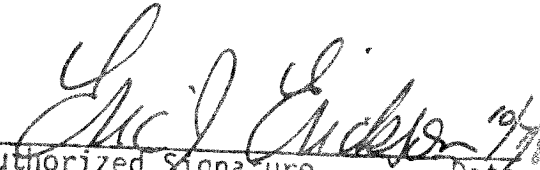
County of Mariposa
State of California



Authorized Signature

10/19/21

Date



Authorized Signature

10/19/21

Date

District Attorney, Mariposa County

Title

Vice-Chairman, Board of Supervisors

Title

County of Mariposa
Board of Supervisors