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INDEPENDENT CONTRACTOR'S AGREEMENT

BARBARA REED
CLERK
BY *[Signature]* DEPUTY

This Agreement represents a contract for service between Douglas County, Nevada ("County") and KATHLEEN CHERRY ("Contractor").

RECITALS

A. The County wishes to engage the services of the contractor on a job-by-job basis for certain discrete jobs that may arise.

B. Contractor is in the business of providing such services and wishes to provide those services to the County.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County shall pay the Contractor \$75.00 per "Job" when called to the Douglas County Sheriff's Office, Lake Tahoe Substation. For each additional "Job" performed while Contractor is at the substation, there will be a \$37.50 fee paid. Each "Job" shall consist of the following:

A. Contractor shall withdraw a blood sample from a human subject, designated by the Douglas County Sheriff's Office, at the Douglas County Jail, Lake Tahoe Substation, for the purpose of administering a chemical test or tests to determine the alcoholic content of the subject's blood or the presence of a controlled substance in the subjects blood.

B. Contractor shall follow all infectious disease guidelines as described in the Policy and Procedure Manual of the Douglas County Sheriff's Department.

C. Contractor shall complete an affidavit regarding the contractor's qualifications to withdraw the blood sample and details (e.g., time, place and identity of the subject) of the blood draw.

D. Contractor shall testify in any and all Court proceedings regarding the contractor's qualifications and the details of the blood draw if, and when, required to do so by the Douglas County District Attorney's Office.

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2. Contractor represents and warrants that he/she is duly authorized to withdraw blood samples from human subjects by the appropriate medical licensing or certifying agency, and/or a duly licensed registered nurse.

3. The Contractor shall receive payment within the regular schedule from the County after submission of his/her invoice. Nothing in this Agreement requires the County to assign such jobs to contractor, or precludes the County from assigning such jobs to other contractors or persons.

4. If Contractor accepts the assignment of such jobs, Contractor shall perform the services required to complete the jobs to the best of his/her ability within the time frame requested by the Douglas County Sheriff Coroner's Department. The Contractor may decline assignment of such jobs, although it is the general intent of the parties, that the Contractor shall be reasonably available and accept a reasonable number of such requests.

5. When the Douglas County Sheriff's Department assigns and Contractor accepts such jobs, the County shall compensate Contractor. Contractor shall submit an invoice for such services after completion of such jobs and the County shall pay said invoice.

6. Contractor shall at all times be an independent contractor for the term of this agreement.

7. As an independent contractor, the Contractor agrees that he/she shall be responsible for maintaining any and all necessary licenses, permits, and employment records and shall comply with all applicable laws, ordinances, regulations, and other requirements of conducting business in the State of Nevada. Contractor shall be responsible for payment of all applicable taxes for himself/herself including Federal income taxes, FICA, compensation taxes, business and occupation taxes, and any other obligations imposed on independent businesses. Contractor shall indemnify and hold the County harmless from all claims for taxes by any governmental agency, whether local, state or federal, arising out of any claim, action, suit or proceeding which is based, in whole or in part, on the assertion that the relationship established by this Agreement is an employment relationship rather than an independent contractor relationship.

8. Contractor agrees that he/she shall not hold himself/herself out as an agent, employee, representative, or spokesperson for the County or the Douglas County Sheriff's Department.

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9. This Agreement will remain in effect from the last date signed through a period of three years.

AGREED AND EFFECTIVE AS OF Jan. 13, 2001.

Contractor

Kathleen A Cherry
Title: Lab Assistant
Address: 1879 Rankin Dr.
Telephone: 775 882-8577

Douglas County
Board of Commissioners

Barbara Reed
Chairman, Douglas County
Board of County
Commissioners

ATTEST:
Barbara Reed
County Clerk

Barbara Reed

Ron Pierini
Douglas County Sheriff

By: L Lynch
Deputy

By: MR. [Signature]
Jail Commander

APPROVED AS TO FORM:
Scott Doyle
District Attorney

By: Robert J. Mann
Deputy District
Attorney

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: February 22, 2001
B. REED Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By: Carol Mullock Deputy

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IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

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LINDA SLATER
RECORDER

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