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ORDER

COURT PERSONNEL REGULATIONS #2004.272
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NOV 17 2004

DOUGLAS COUNTY
DISTRICT COURT CLERK

25446

2004 NOV 17 11:12:53

BARBARA REED
CLERK

J. THALER DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

IN THE MATTER OF COURT
PERSONNEL REGULATIONS

ORDER ESTABLISHING
COURT PERSONNEL

REGULATIONS

COURT PERSONNEL REGULATIONS

- 1.0 Purpose.
- 2.0 Administration.
- 3.0 Definitions.
- 4.0 Classification plan.
- 5.0 Compensation.
- 6.0 Attendance and leave.
- 7.0 Appeals and hearings.
- 8.0 Miscellaneous provisions.
- 9.0 Matters not covered

1.0 Purpose.

The intent of this Order is as follows:

- 1.01. To provide for more effective Ninth Judicial District administration through the use of standardized policies and procedures applicable to all Ninth Judicial District personnel;
- 1.02. To provide a standardized system of position classification and compensation based on the complexity and the responsibility of the principal tasks assigned to each position in Ninth

Barbara Reed
BARBARA REED
CLERK

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NO. 2004-272

FILED

1 Judicial District Court service;

2 **1.03.** To provide equal employment opportunities to all applications and employees without
3 discrimination due to race, color, religion, age, sex, physical handicap, or national origin.

4 **2.0 Administration.**

5 **2.01.** The Ninth Judicial District Court Judges shall from time to time promulgate appropriate
6 rules, regulations or amendments to this Order to promote the fair and effective administration of
7 personnel in the District Court service.

8 **2.02.** The Ninth Judicial District Court Judges shall delegate to the County Human Resources
9 Department, the responsibility for the interpretation and administration of this regulation and
10 amplifying rules, regulations and policies, subject to review by the Ninth Judicial District Court
11 Judges.

12 **2.03.** The provisions of this order establish policies, procedures and standards whereby the
13 purpose of the Ninth Judicial District Court Personnel Regulations may be achieved, and apply
14 to all employees of the Ninth Judicial District Court under the direct and indirect jurisdiction of
15 the Ninth Judicial District Court Judges.

16 **2.04.** These rules supersede policies, procedures and standards of all County agencies and
17 departments with respect to classified personnel of the Ninth Judicial District.

18 **3.0 Definitions.**

19 The words and phrases used in this regulation shall be construed to have the following meanings
20 unless further defined herein:

21 **3.01.** "*Anniversary date*" means the completion of twenty-six (26) bi-weekly pay periods from
22 the date of continuous employment (date hired).

23 **3.02.** "*Appointing authority*" means that person or body with legal authority to appoint or
24 dismiss employees in the Ninth Judicial Court.

25 **3.03.** "*Call out*" means compensation earned for returning to duty after an employee has
26 completed a regular shift, if off duty for any period of time, and is requested to return to duty
27 with less than twelve (12) hours notice.

1 **3.04. “Class”** means positions in one occupation or profession, which have approximately the
2 same duties and responsibilities. The education, experience, knowledge, skills and abilities
3 needed to fulfill the position are the same, and the same tests may be used to qualify. The same
4 pay grade will apply to all positions in the class and they are under the same job title.

5 **3.05. “Class series”** includes all classes at all levels of difficulty and responsibility in the same
6 occupation.

7 **3.06. “Class specifications”** means a description of a class, including the duties and
8 responsibilities, education and experience required and the knowledge, skills and abilities
9 necessary to fulfill a position in the class.

10 **3.07. “Classification plan”** consists of all the classes established along with the rules for
11 maintaining the plan and the class specifications.

12 **3.08. “Classification study”** means investigation of a Position to determine its proper class.

13 **3.09. “Classified position”** means all positions regulated by the Ninth Judicial District
14 personnel regulation. Each will be assigned a class in the classification plan and will be defined
15 by a class specification.

16 **3.10. “Compensation schedule”** means a listing of pay ranges within the range to which each
17 classification is assigned.

18 **3.11. “Court”** means the Ninth Judicial District Court.

19 **3.12. “Days”** unless otherwise specified, means consecutive calendar days.

20 **3.13. “Demotion”** means movement of an employee to a class assigned to a lower
21 compensation grade than the class the employee is currently in, for disciplinary or voluntary
22 reasons.

23 **3.14. “Department”** means the Juvenile Probation Department, the China Spring Youth Camp,
24 the Juvenile Detention Facility, Court Information System, CASA and each respective judicial
25 department.

26 **3.15 “Department head”** means those individuals serving as the head of a county department
27 or district reporting directly to the District Court Judges

- 1 **3.16. "Effective date"** means date of specific action.
- 2 **3.17. "Emergency appointment"** means that under extraordinary circumstances, including but
3 not limited to loss of life, incapacitating illness, or termination for cause, an appointing authority
4 may make emergency appointments without regard to the rules on certification or appointment.
- 5 **3.18. "Exempt employee"** means an employee not eligible for overtime as per Fair Labor
6 Standards Act (F.L.S.A.).
- 7 **3.19. "Grade"** is equivalent to the grades as listed in the Douglas County Pay Plan. A grade
8 designates the pay scale from minimum to maximum compensation.
- 9 **3.20. "Grant-funded position"** is a position, which is authorized dependent upon the
10 department generating the revenue to fund the position, usually from some outside grant.
- 11 **3.24. "Merit salary increase"** means a pay increase given an employee for meeting or
12 exceeding the job performance standards of the position to which she or he is assigned.
- 13 **3.25. "Non-exempt employee"** means an employee eligible for overtime as per FLSA.
- 14 **3.26. "On-Call employee"** means an employee, who has been placed upon an on-call list and
15 who works less that 19 hours per week.
- 16 **3.27. "Part-time employee"** means one who works less than forty (40) hours per week.
- 17 **3.28. "Position description"** means a written description of the tasks and responsibilities of a
18 position.
- 19 **3.29. "Probation"** means a period after an employee's initial appointment or probation in
20 which the appointing authority evaluates his suitability for the class
- 21 **3.30. "Promotion"** means assignment of an employee to a class with a higher compensation
22 grade than the employee is currently in.
- 23 **3.31. "Reclassification"** means a reallocation of a position within the compensation plan
24 based upon significant changes in kind, difficulty or responsibility of the work performed.
- 25 **3.32. "Regular employee"** means an employee who has been retained in a position at the
26 completion of the probationary period.
- 27 **3.33. "Reinstatement"** means the reinstatement of an employee in the same or related position

1 they were assigned before separation from County Service.

2 **3.34. "Resignation"** means the voluntary ending of employment by a Ninth Judicial District
3 employee.

4 **3.35. "Salary range"** is equivalent to the grades as listed in the Douglas County Pay Plan.

5 **3.36. "Seasonal appointment"** means an employee's periodic appointment related to the
6 seasons. Any person who accepts a seasonal appointment is not, unless otherwise specified,
7 subject to the Ninth Judicial District personnel ordinance. Any person who accepts a seasonal
8 appointment serves at the will of the appointing authority and may be removed at will by the
9 appointing authority without notice, cause or hearing.

10 **3.37. "Supervisor"** means an administrative officer or employee in charge of any employee,
11 unit, or operation.

12 **3.38. "Temporary employee"** means a person hired for a period not to exceed six (6) months
13 of employment.

14 **3.39. "Termination"** means the conclusion of an employee's employment with the Ninth
15 Judicial District.

16 **3.40. "Transfer"** means movement of an employee from one position to another position in
17 the same salary range.

18 **3.41. "Unclassified position"** means a position in the Judicial service which, unless otherwise
19 specified, is not provided the protection as outlined in Section 7 of this document.

20 The following positions have been designated as unclassified:

- 21 i. Judicial Assistants to the District Court;
- 22 ii. Law Clerks I, II;
- 23 iii. Court Reporter;
- 24 iv. Court Information Systems Manager;
- 25 v. CASA Director
- 26 vi. China Spring Youth Camp Director;
- 27 vii. China Spring Youth Camp Program Manager;

- 1 viii. Aurora Pines Girls Facility Program Manager,
- 2 ix. Chief Juvenile Probation Officer;
- 3 x. Chief Deputy Juvenile Probation Officer;
- 4 xi. Juvenile Detention Center Supervisor;

5 **3.42.** Any individual appointed to an unclassified position serves at the will of the appointing
6 authority and may be removed at will by the appointing authority without notice, cause or
7 hearing.

8 **3.43.** A change in designation from classified to unclassified and vice versa may be made by
9 the Ninth Judicial District Court Judges. Any such change shall not effect the status of the
10 employee in that position.

11 **4.0 Classification Plan.**

12 **4.01.** *Establishment of classification plan.*

13 The county shall utilize one standard compensation structure for all employees, which shall be
14 maintained to meet all criteria associated with the concepts of internal and external equity. The
15 human resources manager shall prepare, maintain and revise the position classification plan and
16 policies, and changes to the plan and policies shall be subject to approval of the board of county
17 commissioners.

18 **4.02.** *Classification and Reclassification*

19 The human resource division shall examine the nature of all positions, develop and recommend
20 policies to the board, make changes in the compensation and classification plan as necessary due
21 to changes in the duties and responsibilities of existing positions, and to periodically review the
22 entire compensation and classification plan, and recommend appropriate changes. Revision of
23 job descriptions and re-allocations within the compensation and classification plan shall be made
24 as often as is necessary to provide current information on positions in accordance with the
25 reclassification procedure policy.

26 **4.03.** Where authorized by law to do so, independent contractors may be hired. Independent
27 contractors are not County employees, and the performance of all work is subject to and

1 controlled by the terms of their contract. Besides terms specified by the county in a contract to
2 be signed by an independent contractor, an independent contractor is hired on the conditions that
3 there shall be no:

- 4 1. Withholding of income taxes by the county;
- 5 2. Industrial insurance coverage provided by the county;
- 6 3. Participation in group insurance plans which may be available to employees of the
7 county;
- 8 4. Participation or contributions by either the independent contractor or the county to
9 the public employees retirement system;
- 10 5. Accumulation of vacation leave or sick leave;
- 11 6. Unemployment compensation coverage provided by the county if the requirements of
12 NRS 612.085 independent contractors are met.

13 **5.0. Compensation**

14 **5.01. Merit Salary Increases.**

15 **5.011.** THE PAY FOR PERFORMANCE PLAN will be in effect under this order. Based on
16 the annual performance evaluation, employees are eligible for a Pay for Performance increase in
17 the form of a raise in pay of 0% to 7%, not to exceed the top of the pay range of the employee.
18 Employees who receive a performance rating of exceeds (5%), superior (6%), or outstanding
19 (7%) and who are at the top of their pay range or would exceed the top of their pay range with
20 the implementation of the Pay for Performance increase, shall be eligible for a lump sum
21 payment of up to 1.5% of their base pay. The lump sum payment shall not exceed the amount
22 the Pay for Performance increase would have provided if the employee were not at the top of the
23 range. The maximum lump sum bonus is limited to 0.5% for a performance evaluation of
24 exceeds, 1% for superior, and 1.5% for outstanding. Rating terminology may be modified based
25 on the evaluation system.

26 **5.012.** A MARKET COMPENSATION SURVEY shall be completed each year with any
27 resulting changes in pay ranges to be implemented to be effective in the last full pay period in
28

1 June.

2 **5.013. CAFETERIA PLAN: HEALTH BENEFIT PACKAGE**

- 3 1. The County will continue to maintain a cafeteria benefit package. A cafeteria plan
4 recognizes that staff have diverse needs, and allows employees to choose benefits based on
5 their individual needs.
- 6 2. The County will provide eligible employees with core medical, dental, vision and life
7 insurance individual coverage, and a specific dollar amount, which will vary dependent upon
8 whether the employee has individual coverage or family coverage.
- 9 3. Employees may use remaining funds or salary deductions toward benefits on the cafeteria
10 menu.
- 11 4. The core medical package may be optional for employees that can provide acceptable proof
12 of similar coverage through another source. Approval for waiver of core medical package
13 shall be at the County's sole discretion. If an employee waives the core package, the
14 employee shall receive a fixed dollar amount per month in lieu of coverage, which they may
15 use for items on the cafeteria menu after purchase of mandatory dental/vision/life insurance
16 coverage.

17 **COUNTY CONTRIBUTION TOWARD HEALTH BENEFIT PACKAGE.**

- 18 1. The core medical package must be purchased unless waived. If waived, the employee shall
19 receive the monthly contribution set forth in ¶ 3 below. If the lowest cost employee only core
20 medical/RX plan exceeds \$515/month effective 01/01/05, the County will provide the employee
21 additional funds to cover the employee only premium cost for that plan.

22 Effective 01/01/05
23 Employee Only
24 \$515

25 Employee with dep. Coverage
26 \$735

27
28

1 **5.042. Holiday on Scheduled Day Off.** Should a holiday fall on an employee's
2 regularly scheduled day off, at the appointing authority's discretion, the employee will be
3 compensated either by receiving 1) an additional maximum of eight (8) hours pay at their
4 straight time rate; or 2) an additional day off with pay during the week of the holiday.
5 Holiday pay will be prorated for part-time employees. In work weeks containing a
6 holiday, employees scheduled to work four day-ten hour shifts per workweek or other
7 scheduled shifts will only receive eight hours of holiday pay. Work schedules shall be
8 modified by mutual agreement with the employee and department heads or elected
9 official to allow for completion of a forty-hour work week.

10 **5.043. Holiday on Scheduled Day Off.** Should a holiday fall on an employee's regularly
11 scheduled day off, at the appointing authority's discretion, the employee will be compensated
12 either: by receiving 1) an additional maximum of eight (8) hours pay at their straight time rate;
13 or 2) receiving an additional day off with pay during the week of the holiday.

14 **5.044. Holiday "In-Lieu" Pay.** Employees in assignments which are part of 24-hour
15 coverage (i.e., China Spring Youth Camp and Lake Tahoe Detention Center)
16 Management may opt to allocate to its employee's, holiday pay at the straight time rate
17 for eleven (11), eight-hour holidays per year pro-rated equally over the year's twenty-six
18 (26) pay periods. No other observance shall be recognized. Employees transferring
19 between 24-hour coverage shifts and non 24-hour coverage shifts shall have their holiday
20 allowance computed and conversion approved by the County Manager's Office and the
21 Comptroller's office at the time of such transfer. Nothing in this section shall prohibit the
22 employee's right to request and the Department's right to approve or deny time off on a
23 holiday providing the employee uses CTO, annual leave, or takes leave without pay.

24 **5.05. Stand-by Pay**

25 **5.051.** Stand by duty is defined as that circumstance which requires the employee so
26 assigned to:

- 27 a. Be ready to respond in a reasonable time to calls for his/her services,

- 1 b. Be readily available at all hours by telephone, or other communication devices,
- 2 c. Refrain from activities that might impair his/her performance of assigned duties upon
- 3 call.

4 **5.052.** Standby duty shall be assigned in writing and shall be compensated at a rate of:
5 \$2.50 per hour beginning on January 1, 2005

6 **5.053.** An employee shall not receive standby pay for hours actually worked or for hours
7 reimbursed by a call-back minimum

8 **5.06. Night Shift Pay**

9 **5.061.** An employee who actually works an assigned shift at least half of which includes the
10 hours between 2300-0700 hours, will receive the following amounts per shift.

11 \$6.00 per shift beginning January 1, 2005

12 **5.062.** To qualify, the employee must work at least ½ of the qualifying shift.

13 **6.0 Attendance and leave.**

14 **6.01. Attendance.**

15 **6.011.** Each department head shall ensure that his department maintains proper attendance, leave
16 and pay records, or that the office delegated to maintain such records is notified of all pertinent
17 actions.

18 **6.012.** The Human Resources Manager shall establish standards and procedures for the reporting
19 of attendance. The appointing authority shall establish procedures and standards for the granting
20 and scheduling of leaves pursuant to the provisions of this chapter.

21 **6.02. Legal Holidays.**

22 **6.021.** Legal holidays shall be defined as being those days provided for in Section 236.015 of the
23 Nevada Revised Statutes, together with such discretionary holidays as may be declared from time
24 to time by the Governor pursuant to Section 223.130 of the Nevada Revised Statutes.

25 **6.03. Annual Leave.**

26 **6.031.** All employees, classified or unclassified, who are employed on a continuous full-time or
27 part-time basis of twenty (20) hours or more per week shall accrue annual leave as established by

1 resolution of the Board of County Commissioners. Employees working less than twenty (20)
2 hours will not accrue annual leave credits.

3 **6.032.** Each employee shall accrue annual leave during their probationary period but shall not be
4 granted annual leave during such period until they have been employed continuously for at least
5 six (6) months.

6 **6.033.** Employees who have completed at least six (6) months of continuous service and leave
7 the court service, shall be paid at their current rate for accrued annual leave.

8 **6.034.** All personnel may carry a total of no more than two hundred forty (240) hours of annual
9 leave into the subsequent calendar year. All annual leave not used in excess of the
10 aforementioned hours will be forfeited at the end of the last bi-weekly pay period of the calendar
11 year. In no event shall any employee be compensated for more than three hundred sixty (360)
12 hours annual leave upon termination.

13 **6.035.** All annual leave will be taken at a time mutually agreeable to the employee and his
14 supervisor, and must have advance approval by that supervisor.

15 **6.036. Payment on Death.** If an employee dies who is entitled to accumulated sick/annual leave
16 under the provisions of this Order, the heirs of such deceased employee shall be paid an amount
17 of money equal to the number of hours of sick/annual leave earned or accrued multiplied by the
18 hourly rate of such deceased employee.

19 **6.04. Sick Leave.**

20 **6.041.** All employees, classified or unclassified, who are employed on a continuous full-time or
21 part-time basis of twenty (20) hours or more per week, shall accrue sick leave as established by
22 resolution of the Board of County Commissioners. Employees working less than twenty (20)
23 hours shall not accrue sick leave credits.

24 **6.042.** Eligible employees shall accrue sick leave at a rate of .0423 hours for each hour paid up
25 to a maximum of 88 hours per year effective July 1, 2004. Only regular hours paid shall affect
26 sick leave accrual.

27 **6.043. Maximum Accrual.** A total of no more than seven hundred twenty (720) hours of regular
28

1 sick leave may be credited to an employee. Employees who have 720 hours of sick leave
2 accrued as of January 1 of each calendar year will accrue an additional 88 hours during the
3 calendar year, which may be used when accrued during the calendar year. Any unused hours will
4 be removed as of December 31 of the calendar year.

5 **6.044. Sick Leave Payoff.** Employees with 10 years of service will be compensated at the
6 rate of 40% of the normal hourly rate for all hours of accrued sick leave upon termination
7 from the employment of the County. An additional 1% in compensation shall be paid upon
8 termination of employment for each year of service over ten years to a maximum of 50%.
9 No employee shall be entitled to receive the compensation provided for by this section for
10 accrued sick leave until he/she has served a minimum of ten years in County employment.
11 At the employee's option, instead of being compensated for sick leave, the County, with
12 approval of PERS will convert compensable sick leave to PERS retirement credits.

13 **6.045. Sick Leave Buyback.** Court employees shall have the option to participate in the
14 County's annual sick leave buyback program. If any such employee has in excess of 300
15 hours accrued as of the first paycheck issued in November of each calendar year, the
16 employee shall have the option to cash in up to a maximum of 16 hours less any sick leave
17 hours used during the year (e.g., 16 hours less 8 hours of used sick leave equals 8 hours
18 eligible for buyback).

19 **6.05. Leave of Absence Without Pay.**

20 **6.051.** Leave without pay may be granted only to an employee who desires to return there from
21 to County service and does not have annual leave or compensatory time off available.

22 **6.052.** Leave without pay of less than thirty days may be granted by the appointing authority.

23 **6.053.** Leave without pay of thirty (30) days or less may be granted for the good of the public
24 service by the appointing authority. When such leave is granted, the appointing authority will
25 formally notify the Human Resources Department of such action.

26 **6.054.** For a period of thirty (30) days or more, leave without pay may be granted by the Ninth
27 Judicial District Court Judges. The employee shall retain his/her status as a public employee and

1 the pay; leave and benefits accrued prior to the leave for a period not to exceed twenty six (26)
2 consecutive pay periods.

3 **6.06. Unauthorized Absence.**

4 **6.061.** An unauthorized absence from work shall be treated as leave without pay and may be a
5 cause for disciplinary action up to and including termination.

6 **6.062.** An unauthorized absence for three (3) consecutive days shall be regarded as an automatic
7 resignation and termination from court service.

8 **7.0. Disciplinary Action.**

9 **7.01.** In the event the Department Head desires to institute any disciplinary or correctional
10 action to a non-probationary employee wherein a suspension of five (5) days or more, demotion,
11 termination is contemplated, the following procedures will apply;

12 **7.02.** The department head or supervisor shall prepare a written specification of the charges
13 against the employee. The written specification of charges shall be reviewed by the Human
14 Resources Manager or District Attorney, who shall set forth the disciplinary or correctional
15 action contemplated. After having received the written specification of charges, the Human
16 Resource Manager or District Attorney shall advise the Department Head of the proposed action.

17 **7.03.** In the event the employee desires to contest the proposed disciplinary action, they shall be
18 granted a hearing before a hearing board. The hearing board shall be appointed by the Human
19 Resources Manager and shall consist of one (1) department head from a department separate
20 from that of the employee in issue, and two (2) supervisors. The employee must request a
21 hearing in writing and submit the request to the Human Resources Manager within ten (14) days
22 of receipt of the specification of charges.

23 **7.04.** Within ten (10) days of receipt of the employee's request for a hearing, the hearing board
24 shall convene to hear the contested Disciplinary Action. If, upon the conclusion of the hearing,
25 the hearing board finds that the proposed disciplinary action is unwarranted, it shall notify the
26 employee and the department head of its decision, in writing, and such decision shall be final. If
27 the hearing board finds that the proposed disciplinary action, or any lesser disciplinary action is

1 warranted, it shall notify the employee and the appropriate department head of its decision,
2 which notification shall be in writing and shall include a delineation of the charges found to be
3 factually supported and shall indicate appropriate appeal procedures. If the decision is not
4 appealed it shall be considered final. If the decision is to impose the proposed disciplinary action
5 or a lesser disciplinary action, the department head may impose the disciplinary action pending
6 appeal.

7 **7.05.** In the event an employee is dissatisfied with the decision of the hearing board, they may
8 appeal the decision to both Judges. The appeal to the Judges must be in writing and must be
9 filed with the Human Resources Manager no later than ten (10) days after the written decision of
10 the hearing board is issued. The Human Resources Manager will be responsible for notifying the
11 Judges of the appeal. The Judges shall establish a time for an appeal hearing not less than ten
12 (10) working days nor more than sixty (60) working days from the date of receipt of the appeal.
13 All interested parties shall be notified by the Judges in writing of the date, time and place of
14 hearing at least five (5) working days prior to the hearing.

15 **7.06.** At the conclusion of the appeal hearing, both Judges shall take the case under submission
16 and shall notify the parties in writing within thirty (30) days from the date of the hearing of
17 his/her decision in the matter. The decision of the Judge shall be final.

18 **8.0 Miscellaneous provisions.**

19 **8.1. *Outside Work***

20 **8.11.** Employees of the court shall not engage in any outside work, which will impede the
21 performance of their duties or create a conflict of interest with their court position.

22 **8.12.** Employees of the Court shall not engage in any outside activity, which could compromise,
23 embarrass, or discredit the County or District Court.

24 **8.13.** Employees shall notify their department head in advance of any plans to engage in outside
25 work. Such notification must be written and contain full information about the planned work.
26 No such employment shall be allowed unless authorized in advance by the appointing authority.


27 **8.14.** Any employee who desires to conduct his own business outside of his employment with
28

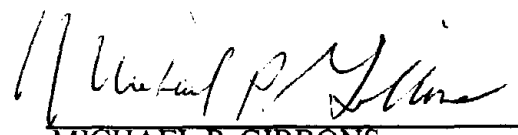
1 the County must first advise his employer of such intent. If the business contemplates the sale of
2 services or goods to the County, the employee must so advise the appointing authority for whom
3 he works. In such cases the appointing authority or the District Court Judges may require the
4 employee to meet such requirements as it deems necessary, which requirements may be in
5 addition to the regular purchasing policies of the County or District Court in order for the
6 employee to supply goods and/or services to the County. Failure of an employee to comply with
7 the notice requirements of this subsection or with any other requirements established by the
8 appointing authority or the Board of County Commissioners may result in disciplinary action,
9 including termination, being taken against the employee.

10 **9.0. Matters not covered by this order**

11 **9.01.** Matters that are not covered by either this Court Order or internal Court Administration
12 Policy and Procedure will be governed by the County Personnel Ordinance and County
13 Administrative Personnel Policies and Procedures.

14
15
16 Dated this 17 day of November 2004

17
18 
19 DAVID R. GAMBLE
20 District Judge

21
22 
23 MICHAEL P. GIBBONS
24 District Judge

25
26
27
28 **SEAL'**

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: November 18, 2004
B. Reed Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Carol M. Peltch Deputy

0629891

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