



## STATE OF NEVADA

### BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Benjamin Trotter**, Sheriff,  
Churchill County, State of Nevada,

Ethics Complaint  
Case No. **18-043C**

\_\_\_\_\_  
Subject. /

#### DEFERRAL AGREEMENT

1. On February 27, 2019, a Review Panel authorized the Executive Director of the Nevada Commission on Ethics ("Commission") and Benjamin Trotter ("Trotter"), the former Sheriff of Churchill County, to develop this Deferral Agreement (the "Agreement") to address the alleged conduct at issue in Ethics Complaint No. 18-043C ("Complaint") pertaining to Trotter's use of a county vehicle and facilities for his children instead of referring the Complaint to the Commission for further proceedings.<sup>1</sup>

2. At all material times, Trotter served as the Sheriff and was a public officer as defined in NRS 281A.160. The Ethics in Government Law ("Ethics Law") set forth in NRS Chapter 281A gives the Commission jurisdiction over elected and appointed public officers and public employees whose conduct is alleged to have violated the provisions of NRS Chapter 281A. See NRS 281A.280.

3. This Agreement is entered into based upon the February 27, 2019 Review Panel Determination ("Panel Determination") that Trotter's alleged conduct may be appropriately addressed through corrective action under the terms and conditions of a deferral agreement instead of referring the Complaint to the Commission for further proceedings. To determine this matter was appropriate for deferral, the Panel relied upon evidence indicating that Trotter's personal use of a County vehicle and facilities were known by County officials and Trotter had reimbursed Churchill County for fuels costs associated with his personal use of the County vehicle.

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<sup>1</sup> The Review Panel dismissed allegations related to Trotter's campaign activities and issued a confidential letter of instruction.

4. The Panel Determination was based on facts established by sufficient evidence to support just and sufficient cause for the Commission to render an opinion in the matter. The facts relied upon by the Review Panel to make its determination are summarized in Appendix A (“Facts Relied Upon by the Review Panel”),<sup>2</sup> but do not represent facts stipulated to by the parties.

5. The parties acknowledge that no findings have been made by the Review Panel or the Commission that Trotter violated the Ethics Law, and it is understood that this Agreement does not constitute an admission by Trotter of any violation of the Ethics Law.

6. As authorized by NRS NRS 281A.785(2), publication of this Agreement serves as a public admonishment, expressing the Review Panel’s disapproval of Trotter’s conduct in this matter.

#### **PROCEDURAL HISTORY**

7. On or about July 3, 2018, the Commission received this Complaint from a member of the public (“Requester”).<sup>3</sup>

8. On October 11, 2018, the Commission issued its *Order on Jurisdiction and Investigation* directing the Executive Director to investigate alleged violations of the following provisions of the Ethics Law:

**NRS 281A.400(2)** - Using his public position to secure or grant an unwarranted advantage for himself or any person to whom he has a commitment in a private capacity; and

**NRS 281A.400(7)** – Using governmental time, property, equipment or other facility to benefit a significant personal or pecuniary interest.

9. On October 11, 2018, the Executive Director provided a *Notice of Complaint and Investigation* pursuant to NRS 281A.720 and Trotter was provided an opportunity to provide a written response to the Complaint.

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<sup>2</sup> The Facts Relied Upon by the Review Panel do not constitute part of the “Investigative File” as that term is defined by NRS 281A.755. All statutory and common law protections afforded to the Investigative File shall remain and are not affected by this Agreement.

<sup>3</sup> Requester’s identity has been kept confidential pursuant to NRS 281A.750.

10. On or about November 8, 2018, Trotter, through legal counsel, Hal Taylor, Esq., provided a written response to the Complaint.

11. On February 13, 2019, the Executive Director presented a recommendation relating to just and sufficient cause to a three-member review panel pursuant to NRS 281A.725.

12. A Panel Determination issued on February 27, 2019 concluded that:

- There is sufficient credible evidence to support a determination that just and sufficient cause exists for the Commission to render an opinion in the matter regarding violations of NRS 281A.400(2) and (7) related to Trotter's use of a county vehicle and facilities for his children; and
- Trotter's conduct may be appropriately addressed through corrective action under the terms and conditions of a deferral agreement instead of referring this Complaint to the Commission for further proceedings.

### **TERMS AND CONDITIONS**

13. This Agreement shall be in effect for a period of two years (the "Deferral Period") from the date of approval by the Review Panel.

14. Trotter must comply in all material respects with the provisions of NRS Chapter 281A during the Deferral Period without being the subject of another ethics complaint arising from an alleged violation of the Ethics Law which occurs during the Deferral Period for any conduct as a public officer or employee under the Commission's jurisdiction and for which the review panel determines that there is just and sufficient cause for the Commission to render an opinion in the matter.<sup>4</sup>

15. The Executive Director must not acquire any new or additional information relevant to the facts and circumstances relied upon by the Panel herein that would warrant further proceedings by the Commission.

16. The Executive Director shall monitor Trotter's compliance with this Agreement. Should the Executive Director discover that Trotter has not complied with any term or condition of this Agreement, the Executive Director shall:

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<sup>4</sup> The Commission does not have jurisdiction over the conduct of any justice, judge or officer of the courts. A justice of the peace is subject to the jurisdiction of the Nevada Commission on Judicial Discipline. This condition of the Deferral Agreement applies only to the extent that Trotter holds any other public office or employment during the deferral period.

- a. Inform the Commission of any alleged failure of Trotter to comply with the Agreement;
- b. Give Trotter written notice of any alleged failure to comply with the Agreement; and
- c. Allow Trotter not less than 15 days to respond to such a notice.

17. The Commission may vacate this Agreement and conduct further proceedings in the matter, including an adjudicatory hearing, if the Commission finds that there is substantial evidence that Trotter failed to comply with the terms and conditions of the Agreement.

18. If Trotter complies with the terms and conditions of this Agreement, the Commission shall dismiss the matter with prejudice.

19. This Agreement applies only to the alleged conduct related to this Complaint.

**ACCEPTANCE:** We, the undersigned parties, have read this Agreement, understand each and every provision therein, and agree to be bound thereby.

DATED this 5<sup>th</sup> day of March, 2019.   
Benjamin D. Trotter

The above Stipulated Agreement is approved by:

DATED this 7<sup>th</sup> day of March, 2019.   
FOR BENJAMIN TROTTER, Subject  
Hal Taylor, Esq.

FOR YVONNE M. NEVAREZ-GOODSON, ESQ.  
Executive Director, Commission on Ethics

DATED this 13<sup>th</sup> day of March, 2019.   
Judy A. Prutzman, Esq.  
Associate Counsel

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 14<sup>th</sup> day of March, 2019.   
Tracy L. Chase, Esq.  
Commission Counsel

The above Stipulated Agreement is accepted by the review panel.

DATED March 14, 2019.

By: /s/ Cheryl A. Lau  
Cheryl A. Lau, Esq.  
Chair/Presiding Officer

By: /s/ Teresa Lowry  
Teresa Lowry, Esq.  
Commissioner

By: /s/ Brian Duffrin  
Brian Duffrin  
Commissioner

## **Appendix A – Facts Relied Upon by the Review Panel**

- A. During the relevant time period, Trotter was the Sheriff of Churchill County. He was initially elected as the Sheriff in 2011 and was reelected to a second term of office. Trotter chose not to seek a third term as Sheriff.
- B. Trotter has two daughters who were 8 and 10 years old when he was elected as Sheriff in 2011. Until Spring of 2018, when Trotter's daughters were both attending the high school where Trotter's wife works, Trotter frequently used his Churchill County vehicle (an unmarked vehicle) to drive his children to and from school. This personal use of the vehicle resulted in approximately 875 miles of travel per year.
- C. For his personal use of the County vehicle to transport his children, Trotter provided six checks totaling \$1,346.17 to the Churchill County Comptroller between April 2012 and June 2018.
- D. Between 2011 and 2017, Trotter often took his daughters to his County office after school to do homework until he or his wife could drive them home.
- E. CCC § 3.12.150 addresses Children in the Workplace and states, in relevant part:
  - A. Except for the normal use of Churchill County facilities and services which are available to all residents of Churchill County, the minor children and other minor relatives/acquaintances of Churchill County employees are not allowed in the workplace during working hours (unless the minor is a County employee). Infrequent, brief visits are allowable.
  - ...
  - C. In the rare instance where an employee has no alternative but to bring a child to work, coordination and approval of the employee's supervisor must be obtained.
- F. Trotter was not aware of CCC § 3.12.150 before this Complaint was filed and there was no policy in place regarding children in the workplace for the Churchill County Sheriff's Office.