



**STATE OF NEVADA**

**BEFORE THE NEVADA COMMISSION ON ETHICS**

In re **Matthew Dent**, Trustee/Secretary,  
Incline Village General Improvement  
District, State of Nevada,

Ethics Complaint  
Case No. 18-011C

Subject. /

**PANEL DETERMINATION<sup>1</sup>**  
NRS 281A.725

The Nevada Commission on Ethics ("Commission") received this Ethics Complaint No. 18-011C ("Complaint") regarding the alleged conduct of Matthew Dent ("Dent"), Trustee/Secretary, Incline Village General Improvement District ("IVGID"), State of Nevada. The Commission issued its *Order on Jurisdiction and Investigation* on April 26, 2018, which order instructed the Executive Director to conduct an investigation regarding Dent's alleged violations of NRS 281A.400(1), (5) and (7) and NRS 281A.420(1) and (3).

Dent is a public officer as defined in NRS 281A.160 and the Commission has jurisdiction over this matter pursuant to NRS 281A.280 because the allegations contained in the Complaint relate to the Subject's conduct as a public officer and have associated implications under the Ethics Law.

On May 22, 2019, a Review Panel ("Panel") consisting of Commissioners Barbara Gruenewald, Esq. (Presiding Officer), Philip K. O'Neill, and Vice-Chair Keith A. Weaver, Esq., reviewed the following: 1) Ethics Complaint No. 18-011C; 2) Order on Jurisdiction and Investigation; 3) Subject's Response to the Complaint; 4) Subject's Letter to the Commission; 5) Investigator's Report; and 6) Executive Director's Recommendation to the Review Panel.<sup>2</sup>

Under NAC 281A.430, the Panel unanimously finds and concludes that the facts do not establish credible evidence to support a determination that just and sufficient cause exists for the Commission to render an opinion on the alleged violations as follows:

**NRS 281A.400(1)** There is no evidence that Dent sought or accepted an engagement with Governance Sciences Group, Inc. ("GSGI") that would tend to improperly influence a reasonable person in his position to depart from his public duties as a Board Trustee. As an elected Board Trustee, Dent's public duties include representing and communicating with his Incline Village and Crystal Bay constituents and, according to Dent's public announcement, he had personally contracted to

<sup>1</sup> Except as provided otherwise by law, a Panel Determination shall not be cited as legal precedent.

<sup>2</sup> All materials provided to the Panel, except the Ethics Complaint and the Order on Jurisdiction and Investigation, represent portions of the investigatory file and remain confidential pursuant to NRS 281A.750.

provide FlashVote surveys to “ensure that he has candid and representative input from the community.” At the time Dent contracted with GSGI and announced the contract to the public, IVGID’s General Counsel had publicly informed the Board that the IVGID/GSGI contract for FlashVote surveys had terminated. There had been no other public agenda item referencing litigation in the matter and Dent had not otherwise been made aware of any such proposed or pending litigation. Dent’s public duties do not require him to agree with the viewpoints of other Trustees or avoid contractual relationships with parties that may be involved in legal disputes with IVGID. At most, such a contractual relationship could trigger disclosure and abstention requirements related to matters before the IVGID Board that affected GSGI, or otherwise signal personal bias that could implicate disclosure and abstention requirements.

**NRS 281A.400(5)** No evidence was discovered during the investigation that Dent acquired any non-public information to further his or GSGI’s pecuniary interest. When Dent contracted with GSGI, he paid to have GSGI send FlashVote surveys to members of the IVGID community who had already registered as FlashVote users. Dent did not provide any non-public IVGID data to GSGI to conduct its surveys and GSGI’s use of its Customer Data did not equate to Dent having acquired non-public governmental information to further his or GSGI’s pecuniary interests.

**NRS 281A.400(7)** There is no evidence that Dent used governmental resources to benefit his significant personal or pecuniary interest. The investigation revealed that a dispute existed between IVGID and GSGI regarding GSGI’s ability to continue delivering surveys to FlashVote users who had voluntarily signed up as FlashVote users pursuant to the IVGID/GSGI Services Agreement. However, IVGID’s ownership of the FlashVote user data was disputed and not established when three FlashVote surveys funded by Dent were conducted in 2017. Moreover, Dent was not aware of this legal dispute at the time he entered into the contract with GSGI.

**NRS 281A.420** Dent’s contractual relationship with GSGI created a commitment in a private capacity to the interests of GSGI, which included GSGI’s interests related to the lawsuit initiated by IVGID against GSGI. Dent also had a pecuniary interest in GSGI’s ability to perform the FlashVote surveys Dent purchased. However, when Dent’s Services Agreement with GSGI expired on February 15, 2018, he no longer had a commitment in a private capacity to the interests of GSGI or a pecuniary interest in the contract and he did not need to disclose the relationship or abstain from acting on matters related to the IVGID/GSGI Lawsuit that were brought before the IVGID Board after that date.

IVGID Counsel's actions in excluding Dent from participation on GSGI matters served to protect Dent from a violation of the Ethics Law because Dent did not participate or act upon the lawsuit while he had a contract with GSGI. Separately, Dent's clear support of GSGI's position and potential role as a witness in the IVGID/GSGI Lawsuit may have demonstrated a personal bias that rightfully prompted IVGID's Counsel to protect IVGID's interest in the Lawsuit and potentially required Dent to abstain from acting on the matter. However, such bias without any other legal relationships or pecuniary interests at the time of consideration of a GSGI matter did not trigger a conflict under the Ethics Law.

### **Conclusion**

No further proceedings will be held with regard to this Complaint and the allegations related to NRS 281A.400(1), (5) and (7) and NRS 281A.420(1) and (3) are dismissed.

Dated this 22<sup>nd</sup> day of May, 2019.

#### NEVADA COMMISSION ON ETHICS

By: /s/ Barbara Gruenewald  
Barbara Gruenewald, Esq.  
Commissioner/Presiding Officer

By: ABSENT  
Keith A. Weaver, Esq.  
Vice-Chair

By: /s/ Philip K. O'Neill  
Philip K. O'Neill  
Commissioner

**CERTIFICATE OF MAILING**

I certify that I am an employee of the Nevada Commission on Ethics and that on this day in Carson City, Nevada, I transmitted a true and correct copy of the **PANEL DETERMINATION** regarding **Ethics Complaint No. 18-011C** via Electronic and U.S. Certified Mail as follows:

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Thorndal Armstrong et al  
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*Attorney for Subject*

Dated: 5/22/19

  
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Employee, Nevada Commission on Ethics