



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In the Matter of the Third-Party Request
for Opinion Concerning the Conduct of
Dean Bullock, Member, Board of County
Commissioners, Lander County,
State of Nevada,

Request for Opinion No. **13-85C**

Subject. /

STIPULATED AGREEMENT

1. **PURPOSE:** This stipulated agreement resolves Third-Party Request for Opinion ("RFO") No. 13-85C before the Nevada Commission on Ethics ("Commission") concerning Dean Bullock ("Bullock"), member of the Board of County Commissioners in Lander County, State of Nevada, ("Lander County Commission") and serves as the final opinion in this matter.

2. **JURISDICTION:** At all material times, Bullock served as a member of the Lander County Commission. As such, Bullock is an elected public officer, as defined in NRS 281A.160. The Ethics in Government Law ("Ethics Law") set forth in NRS Chapter 281A provides 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. Accordingly, the Commission has jurisdiction over Bullock in this matter.

3. **PROCEDURAL HISTORY BEFORE COMMISSION**

- a. On or about November 25, 2013, the Commission received this RFO from Brian Garner, another member of the Lander County Commission, alleging that Bullock's failure to abstain from participating in matters before the Lander County Commission which affected his son's business interests violated NRS 281A.400(1), (2), (3), (5), (6) and (10) and NRS 281A.420(3).

- b. As required by NAC 281A.410, the Commission gave Bullock notice of the RFO by mail. Pursuant to NRS 281A.440(3), Bullock was provided an opportunity to respond to the allegations.
- c. Bullock waived his right to submit a response and his entitlement to a panel determination pursuant to NRS 281A.440, and acknowledges that credible evidence establishes just and sufficient cause for the Commission to render an opinion regarding the allegations implicating NRS 281A.400(2) and (5) and NRS 281A.420(3). The allegations pertaining to violations of NRS 281A.400(6) lack sufficient evidence to support a violation by a preponderance of evidence and are therefore dismissed through this Stipulated Agreement.¹
- d. In lieu of a hearing, Bullock now enters into this Stipulated Agreement acknowledging his duty as a public officer to commit himself to protect the public trust and conform his conduct to Chapter 281A of the Nevada Revised Statutes.

4. **STIPULATED FACTS:**

The following events are relevant to this matter:

Parties

- a. Bullock is a member of the Lander County Commission and, during the relevant timeframe, served as Chairman. As such, Bullock is an elected public officer, as defined in NRS 281A.160.
- b. Lander County is a political subdivision as defined in NRS 281A.145.
- c. Scott Bullock is Commissioner Dean Bullock's son.
- d. Angie Elquist, Esq. is a licensed Nevada attorney employed as the District Attorney for Lander County, and serves as counsel to the Lander County Commission. She advised Commissioner Bullock that he should disclose his relationship to Scott Bullock, and that he could participate and vote on issues pertaining to Scott Bullock during County Commission meetings without violating NRS Chapter 281A.

¹Pursuant to NAC 281A.405, the Commission Counsel and Executive Director dismissed allegations pertaining to NRS 281A.400(1), (3) and (10) for lack of evidence. NRS 281A.400(6) applies only to the pecuniary interests of the public officer or employee who is the subject of the matter, and not others, and therefore is not supported by the factual evidence.

- e. Scott Bullock contracts with Lander County to serve as the manager of the Mountain View Golf Course ("Golf Course") owned by Lander County.
- f. Scott Bullock also owns a heating and air conditioning business.

Golf Course and Porta Air Cooler – August 22, 2013 Meeting

- g. In the spring/summer of 2013, the air conditioning at the Golf Course was malfunctioning, and Scott Bullock installed a Porta Air Cooler (evaporator cooler) from his heating and air conditioning business when the County would not remedy the issue.
- h. During the Lander County Commission Meeting on August 22, 2013, Agenda Item No. 17: "Discussion, for possible action for usage of Porta Air Cooler at the Mountain View Golf Course Clubhouse" came before the Lander County Commission, in which Scott Bullock sought reimbursement of approximately \$4,500 for the use of the Porta Air Cooler he had installed.
- i. Bullock made a disclosure on the record, drafted by the County District Attorney Angie Elquist, that stated:

Before we get started, pursuant to NRS 28l(A).420, I am disclosing that I may have an interest in a private capacity in this decision because of my son is Scott Bullock. And his company has a lease with the golf course. Even though I have an interest in a private capacity in this matter because my son is Scott Bullock, I believe my decision will not be affected by that interest. And any decision would not give me any more financial and/or personal gain or loss than anyone else that would be affected by this decision; therefore, I will not be abstaining from this decision.

(Minutes of Lander County Commission meeting, August 22, 2013)

- j. During the meeting Bullock advocated for the Lander County Commission to pay his son for the usage of the air cooler, and voted for the same.

Renewal of the Golf Course Management Contract

- k. Scott Bullock's existing contract with Lander County to manage the Golf Course was set to expire in March 2014.

- I. The Lander County Commission, through the Public Works Department (“Public Works”), received two letters of intent to bid on the management contract at the Golf Course for the 2014-2015 seasons.
- m. On September 23, 2013, Fallon Hill (“Hill”) submitted a letter of intent to Public Works.
- n. On October 1, 2013, Brian Garner (“Garner”) submitted a letter of intent to Public Works.
- o. On or about September 30, 2013, Scott Bullock submitted a letter, via hand-delivery to Jacob Edgar, an employee of Public Works, to renew his management contract, which included a request for a payment increase.
- p. On October 1, 2013, Aly Guaman, an employee of Public Works, emailed the letters of intent submitted by Hill and Garner to Donna Bohall (“Bohall”), Deputy Clerk for the Lander County Commission.
- q. After Bohall received Guaman’s email with the letters, Bohall met with the County Commission’s agenda-setting committee, including Chairman Bullock, to inquire whether the two letters from Hill and Garner should be placed on the next meeting agenda. The committee rejected the placement of the letters on the Agenda and informed Bohall that the terms of the current golf course management contract provided the Contractor with an opportunity to request a renewal of the contract.
- r. However, the contract’s renewal terms lacked any specific provisions that permitted a right of first refusal or unilateral right to request a renewal of the contract and stated:

Term: This Agreement shall remain in effect from the date it is approved by both parties to the 1st day of March 2014. Upon expiration of the term, this Agreement may be renewed for an additional two year period if agreed upon by both parties.

(Scott Bullock’s Golf Course Contract)

- s. The meeting packet for the October 10, 2013 meeting agenda contained only Scott Bullock’s September 30, 2013 letter requesting renewal of his contract to manage the Golf Course and a copy of his prior contract.

Golf Course Management Renewal and October 10, 2013 meeting

- t. On October 10, 2013, Chairman Bullock called Agenda Item Number 19 regarding discussion for possible action pertaining to renewal of the Mountain View Golf Course Management contract between Lander County and Scott Bullock, d/b/a Bullock Management Services, and other matters properly related thereto. Bullock made another disclosure drafted by District Attorney Angie Elquist.

Pursuant to NRS 281A.420, I am disclosing that have an interest in a private capacity in this decision because of my son is Scott Bullock, and his company has a lease with the golf course. Even though I have an interest in a private capacity in this matter, because my son is Scott Bullock, I believe my decision will not be affected by that interest. And any decision would not give me any more financial and/or personal gain or loss than anyone else that would be affected by this decision. Therefore, I will not be abstaining from this decision.

(Minutes of Lander County Commission meeting, October 10, 2013)

- u. Bullock continued his disclosure in response to a comment by Commissioner Garner pertaining to opening the contract up for bids. Bullock stated:

It's no -- this -- now that I've said that. This is no different than the lawns, the airport, the janitorial. We give them to (sic) option to renew. And that's the way -- that's -- that's kind of the precedence (sic) that's been set. I mean, it's up to the Commission if they want to renew it or go back out for bids. That's why it's here.

(Minutes of Lander County Commission meeting of October 10, 2013)

- v. At the meeting, Chairman Bullock advocated for the renewal of the contract with Scott Bullock's proposed revision to increase the payment by the County from \$10,000 to \$16,000 per year. The proposed revision of the contract included the lease of five golf carts from Scott Bullock to the County, which accounted for the 6,000-dollar increase.
- w. Chairman Bullock called for a vote on the motion to renew the contract with the change in terms, and voted in favor of the motion. The motion passed.

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5. **TERMS / CONCLUSIONS OF LAW:** Based on the foregoing, Bullock and the Commission agree as follows:

- a. Each of the findings of fact enumerated in section 4 is deemed to be true and correct.
- b. Bullock holds a public office which constitutes a public trust to be held for the sole benefit of the people of the State of Nevada (in particular, the people of Lander County).
- c. Bullock has a commitment in a private capacity to the interests of Scott Bullock, because Scott Bullock is his son. See NRS 281A.065(3).
- d. Bullock failed to avoid conflicts of interest between his private relationships/interests and public duties and violated the provisions of NRS 281A.020, NRS 281A.400(2) and (5), and NRS 281A.420(3) by advocating for his son's interests in the Golf Course contract, and failing to abstain from voting during the August 22, 2013 and October 10, 2013 Lander County Commission meetings and the October 2013 agenda-setting committee meeting.
- e. At the time of his actions in August and October of 2013, Bullock sought and relied upon District Attorney Elquist's legal advice regarding disclosure, participation and abstention. However, as the nature of the conflict was clear, and an absolute requirement for abstention exists despite the incorrect legal advice offered, Bullock violated the Ethics Law. As a public officer, Bullock has an obligation to understand the requirements of the Ethics Law. The "safe harbor" provision set forth in NRS 281A.480(5) requires reliance upon counsel's advice to be in good faith, and the advice must not be contrary to the Ethics Law or prior, published Commission opinions. No "safe harbor" is available here.
- f. The disclosure should have included information regarding the potential effect of Bullock's action or abstention on the agenda items and the effect it may have had on Scott Bullock's interests. See *In re Woodbury*, Comm'n Opinion No. 99-56 (1999) and *In re Derbridge*, Comm'n Opinion No. 13-05C (2013).

- g. Bullock now fully understands that he should have disclosed sufficient information regarding his relationship with his son, Scott Bullock, a person to whom he had a commitment in a private capacity through a blood relationship in the first degree, to inform the public of the nature and extent of his relationship and Scott Bullock's interests in the Golf Course matter before the Lander County Commission.
- h. Bullock also understands that he must fully disclose and abstain from voting upon any matters regarding Scott Bullock based upon his commitment in a private capacity to Scott Bullock's interests. Bullock's lack of personal pecuniary interest in Scott Bullock's businesses does not nullify his commitment in a private capacity to the interests of his son. Accordingly, Bullock's disclosure in this matter is insufficient. Bullock now understands that counsel provided incorrect advice that Bullock could participate and vote on matters before the County Commission pertaining to Scott Bullock's contract.
- i. Bullock fully understands that he may not participate or vote on matters that pertain to Scott Bullock's interests, including setting the agenda, reviewing competing bid letters and any other matter that impacts a person to whom he has a commitment in a private capacity, such as his son. Such actions provide the person to whom Bullock has a commitment in a private capacity with an unwarranted advantage in obtaining a public contract (NRS 281A.400(2)) through the use of information that is only available through his government position as Chairman of the Lander County Commission (NRS 281A.400(5)).
- j. Bullock's actions pertaining to the August 22, 2013 and October 10, 2013 meetings were willful, and the acts constitute a single course of conduct resulting in a single wilful violation of the Ethics in Government Law, implicating NRS 281A.020, NRS 281A.400(2) and (5) and NRS 281A.420(3).
- k. Pursuant to NRS 281A.480, Bullock will pay a total civil penalty of \$2,000 on or before 90 days from his receipt of the fully executed stipulated agreement in this matter. Bullock may pay the penalty in one lump sum payment or in

monthly installment payments as negotiated with the Commission's Executive Director.

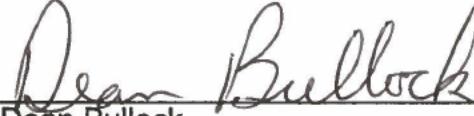
- I. This agreement depends on and applies only to the specific facts, circumstances and law related to this RFO now before the Commission. Any facts or circumstances that may come to light after its entry that are in addition to or differ from those contained herein may create a different resolution of this matter.
- m. This agreement applies only to these matters before the Commission and is not intended to be applicable to or create any admission of liability for any other proceeding, including administrative, civil, or criminal, regarding Bullock.

6. **WAIVER:**

- a. Bullock knowingly and voluntarily waives a full hearing before the Commission on the allegations in this RFO (No. 13-85C) and of any and all rights he may be accorded pursuant to NRS Chapter 281A, the regulations of the Commission (NAC Chapter 281A), the Nevada Administrative Procedure Act (NRS Chapter 233B), and the laws of the State of Nevada.
- b. Bullock knowingly and voluntarily waives his right to any judicial review of this matter as provided in NRS 281A, NRS 233B or any other provision of Nevada law.

7. **ACCEPTANCE:** We, the undersigned parties, have read this agreement, understand each and every provision therein, and agree to be bound thereby. The parties orally agreed to be bound by the terms of this agreement during the regular meeting of Commission on April 16, 2014.

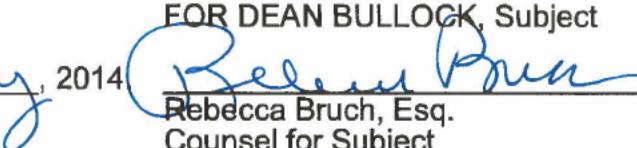
DATED this 28th day of APRIL, 2014.



Dean Bullock
Dean Bullock

The above stipulated agreement is approved by:

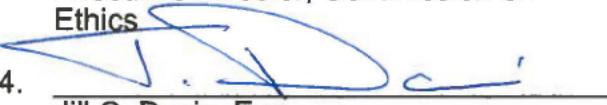
DATED this 2nd day of May, 2014.



FOR DEAN BULLOCK, Subject
Rebecca Bruch, Esq.
Counsel for Subject

FOR CAREN CAFFERATA-JENKINS,
Executive Director, Commission on
Ethics

DATED this 5 day of May, 2014.


Jill C. Davis, Esq.
Associate Counsel

FOR NEVADA COMMISSION ON
ETHICS

DATED this 5th day of May, 2014.


Yvonne M. Nevarez-Goodson, Esq.
Commission Counsel

The above stipulated agreement is accepted by the Commission.²

DATED April 16, 2014.

By: /s/ Paul H. Lambole
Paul H. Lambole
Chairman

By: /s/ Gregory J. Gale
Gregory J. Gale
Vice-Chairman

By: /s/ Timothy Cory
Timothy Cory
Commissioner

By: /s/ Magdalena Groover
Magdalena Groover
Commissioner

By: /s/ James M. Shaw
James M. Shaw
Commissioner

By: /s/ Cheryl A. Lau
Cheryl A. Lau
Commissioner

By: /s/ Keith A. Weaver
Keith A. Weaver
Commissioner

² Bullock waived his right to an Investigatory Panel pursuant to NRS 281A.440. Accordingly, this Stipulated Agreement was executed prior to a Panel hearing in this matter and no Commissioner was precluded from participating in this Stipulated Agreement pursuant to NRS 281A.220. Commissioner Carpenter did not participate in this Stipulated Agreement.