



## STATE OF NEVADA

### BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Richard Harvey**,  
Fire Chief, Central Lyon County  
Protection District, Lyon County,  
State of Nevada,

Ethics Complaint  
Case No. 25-031C

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

### STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 24-031C before the Nevada Commission on Ethics ("Commission") concerning Richard Harvey ("Harvey"), Fire Chief for the Central Lyon County Protection District ("Central Lyon Fire").
2. **JURISDICTION:** At all material times, Harvey served as the Fire Chief for Central Lyon Fire and was a public employee as defined in NRS 281A.150. 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. The Commission has jurisdiction over Harvey in this matter.
3. **PROCEDURAL HISTORY BEFORE COMMISSION:**
  - a. On March 17, 2025, the Commission received Ethics Complaint No. 25-031C from a member of the public ("Requester") alleging violations of NRS 281A.400(1), (2), (3), and (5).
  - b. On April 29, 2025, the Commission issued its *Order on Jurisdiction and Investigation* regarding the Complaint's alleged violations of NRS 281A.400(2) and (3) and adding additional allegations regarding NRS 281A.400(10) and NRS 281A.420(1) for investigation.

c. Also on April 29, 2025, the Executive Director sent Harvey a *Notice of Complaint, Additional Issues and Facts, and Investigation* with an opportunity for Harvey to submit a response to the allegations.

d. On May 8, 2025, Harvey submitted a signed waiver regarding the time requirements for an investigation and review panel determination pursuant to NRS 281A.725.

e. On June 2, 2025, Harvey provided a timely response to the allegations.

f. A Review Panel Determination issued on July 31, 2025, found the facts established credible evidence to support a determination that just and sufficient cause exists for the Commission to render an opinion in the matter regarding the alleged violations of NRS 281A.400(2), (3), and (10) and NRS 281A.420(1).

g. In lieu of an adjudicatory hearing before the Commission, the parties reached an agreement to resolve this matter on the terms reflected in this Stipulated Agreement ("Agreement") and now enter into this Agreement.

#### **4. STIPULATED FACTS:**

a. Harvey served as Fire Chief for the Central Lyon County Fire Protection District ("Central Lyon Fire" or "District") under a contract he negotiated with the Board, having been first appointed in September 2016. He remained in that position until his retirement in early 2025.

b. On October 11, 2024, while still serving as Fire Chief, Harvey formed a private limited liability company called NXXT CHAPTER, listing himself as its President and managing member.

c. On November 14, 2024, during a public Central Lyon Fire Board meeting, Harvey announced his intention to retire in 2025 and initiated discussion of options to transition to a new Fire Chief including a post-employment contract under which NXXT CHAPTER would provide his services back to the District. Harvey did not make any formal disclosure statement of his pecuniary interest in the arrangement. The Board requested Harvey come up with a contract and get it on a future agenda.

d. On November 27, 2024, Harvey emailed District Business Manager Amber Law asking her to place the proposed NXXT CHAPTER contract on an upcoming Board agenda. Law later confirmed that Harvey as a routine function of his duties as Fire Chief

reviewed and approved Board agendas and minutes, including the written characterization of action items. During related Board discussions, Harvey promoted the LLC structure as a means for the District to save PERS contribution obligations associated with continuing him directly as an employee and offset retirement costs including Sick Leave and Annual Leave payouts.

e. On December 12, 2024, Harvey presented and participated in discussions regarding approving the NXXT CHAPTER contract during a public Board meeting, promoting it as more efficient and cost-saving than standard rehiring practices. The Board unanimously approved the contract with NxxT Chapter LLC for Harvey to serve as Fire Chief full time through the recruitment and retention of a new Fire Chief. The Board also requested the contract be included on the January 2025 Board Meeting Agenda for review and possible revision.

f. On January 9, 2025, the Board again considered the NXXT CHAPTER contract. The Board noted that they did not have any revisions to the contract as previously approved, however they requested a few grammatical errors be corrected. The Board vote unanimously to approve the NxxT Chapter contract with the grammatical corrections.

g. Before the January 9, 2025, meeting minutes were finalized, Harvey submitted tracked edits to the draft minutes inserting the phrase “previously approved” to acknowledge that the Board had previously approved the contract in December 2024. District staff claimed these edits were intended to alter the record.

h. Pursuant to the executed contract, Harvey, through NXXT CHAPTER, received his first payment in February 2025 in the amount of \$16,886.13. Records reflect that additional payments may have followed, and Harvey’s total financial benefit under the contract exceeded \$100,000 before the District proceeded to transition to a new permanent Fire Chief.

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

a. Each of the stipulated facts enumerated in Section 4 of this Agreement is agreed to by the parties.

b. Harvey's actions constitute a single course of conduct resulting in one violation of the Ethics Law, implicating the provisions of NRS 281A.400(10). Specifically, the Commission concludes that a public officer or employee may not seek and negotiate a contract for themselves from their employing agency while still employed at their agency without violating NRS 281A.400(10). *See In re Juden*, Comm'n Op. No. 24-148C (2025), *In re Alford*, Comm'n Op. No. 22-038C (2022).

c. The alleged violations of NRS 281A.400(2) and (3), and NRS 281A.420(1) are hereby dismissed by stipulation of the parties.

d. Based upon the consideration and application of the statutory factors set forth in NRS 281A.775, Harvey and the Commission agree that pursuant to NRS 281A.170 one willful violation will be imposed for his violation of NRS 281A.400(2) for the following reasons:

- 1) Seriousness of Violation: The Commission has recognized the importance of avoiding the use of the public officer's position in government to secure contracts or other financial benefits for himself. Important to the seriousness determination in this case is that Harvey presented and participated in discussions regarding approving a contract for himself.
- 2) Previous History: Harvey has not previously been the subject of any violation of the Ethics Law.
- 3) Cost of Investigation and Proceedings: Harvey was diligent to cooperate with and participate in the Commission's investigation and resolution of this matter. Because Harvey was willing to resolve the matter prior to an adjudicatory hearing, significant Commission resources were preserved.
- 4) Prompt correction of the violation: Because Harvey's time as Fire Chief had concluded by the time of the Complaint, there was no ability for him to self-correct future conduct in that role.
- 5) Financial Gain: Harvey has received substantial financial gain from his conduct, having been paid approximately \$102,000 from Central Lyon Fire for services performed on the contract.
- 6) Additional Factors: While Harvey directed and advanced the contract, the record does not reflect that he controlled post-approval negotiations or legal

processing, and staff involvement beyond agenda and minutes preparation was largely ministerial. However, the absence of disclosure while actively influencing Board action weighs heavily in favor of willfulness.

e. Harvey agrees to pay a civil penalty of \$10,000 pursuant to NRS 281A.790(3) within 90 days of the approval of this agreement or otherwise consistent with a payment agreement entered into with the Executive Director.

f. The Commission provides this severe written reproof to Harvey for his conduct through this reprimand pursuant to NRS 281A.785(2)(b).

g. This Agreement is based on the specific facts, circumstances, and law now before the Commission. Facts or circumstances that differ from those present in this matter may create a different resolution.

h. This Agreement is not intended to be applicable to or create any admission of liability by Harvey for any other proceeding against or involving Harvey, and such use is prohibited to the extent permitted by the jurisdiction of the Commission. If the Commission rejects this Agreement, none of the provisions herein shall be considered by the Commission or be admissible as evidence in a hearing on the merits in this matter.

i. The Executive Director is directed to notify Central Lyon Fire regarding their option to void the consulting contract pursuant to NRS 281A.540 and the time limits imposed by the statute to do so.

## **6. WAIVER**

a. Harvey knowingly and voluntarily waives his right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 24-148C and all rights he may be accorded with in regard to this matter pursuant to NRS Chapter 281A, the regulations of the Commission (NAC Chapter 281A), the Nevada Administrative Procedures Act (NRS Chapter 233B), and any other applicable provisions of law.

b. Harvey knowingly and voluntarily waives his right to any judicial review of this matter as provided in NRS Chapter 281A, NRS Chapter 233B, or any other applicable provisions of law.

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

approved by the Commission. In addition, the parties orally agreed to be bound by the terms of this Agreement during the regular meeting of the Commission on April 16, 2025.<sup>1</sup>

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Richard Harvey

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

/s/ \_\_\_\_\_  
Ross E. Armstrong, Esq.  
Executive Director

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 12<sup>th</sup> day of November, 2025.

/s/ Elizabeth J. Bassett \_\_\_\_\_  
Elizabeth J. Bassett, Esq.  
Commission Counsel

The Stipulated Agreement is accepted by the Nevada Commission on Ethics:

DATED this 12<sup>th</sup> day of November, 2025.

By: /s/ Kim Wallin \_\_\_\_\_  
Kim Wallin, CPA, CMA, CFM  
Vice-Chair

By: /s/ Terry J. Reynolds \_\_\_\_\_  
Terry J. Reynolds  
Commissioner

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

By: /s/ Brianna Smith \_\_\_\_\_  
Brianna Smith, Esq.  
Commissioner

By: /s/ John T. Moran \_\_\_\_\_  
John T. Moran, III, Esq.  
Commissioner

<sup>1</sup> Subject waived any right to receive written notice pursuant to NRS 241.033 of the time and place of the Commission's meeting to consider his character, alleged misconduct, professional competence, or physical or mental health.

approved by the Commission. In addition, the parties orally agreed to be bound by the terms of this Agreement during the regular meeting of the Commission on April 16, 2025.<sup>1</sup>

DATED this 5th day of Nov, 2025.

  
Richard Harvey

DATED this 6th day of November, 2025.

/s/ Ross Armstrong  
Ross E. Armstrong, Esq.  
Executive Director

Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this \_\_\_\_ day of \_\_\_\_, 2025.

/s/  
Elizabeth J. Bassett, Esq.  
Commission Counsel

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