



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **Ryann Juden**,
Former City Manager,
City of North Las Vegas,
State of Nevada,

Ethics Complaint
Case No. 24-148C

Subject./

STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 24-148C before the Nevada Commission on Ethics ("Commission") concerning Ryann Juden ("Juden"), former City Manager of the City of North Las Vegas ("CNLV").
2. **JURISDICTION:** At all material times, Juden served as the City Manager for CNLV 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 Juden in this matter.
3. **PROCEDURAL HISTORY BEFORE COMMISSION:**
 - a. On September 17, 2024, the Commission received Ethics Complaint No. 24-148C from a member of the public ("Requester").
 - b. On October 31, 2024, the Commission issued its *Order on Jurisdiction and Investigation* regarding alleged violations of NRS 281A.400(2), (3), (7), (9) and (10) and provided Juden with an opportunity to submit a response to the allegations.
 - c. On January 24, 2025, Juden, through his counsel R. Todd Creer, Esq. provided a response to the allegations.
 - d. On March 26, 2025, the Executive Director presented a recommendation relating to just and sufficient cause to a three-member review panel pursuant to NRS 281A.725.

e. A Review Panel Determination issued on March 26, 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 violation of NRS 281A.400(10).

f. The alleged violations of NRS 281A.400(2), (3), (7), and (9) were dismissed by the Review Panel as the investigation revealed no facts implicating these provisions of the Ethics Law.

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. On January 17, 2018, Juden was appointed as the interim City Manager of the City of North Las Vegas (“CNLV”).

b. On April 18, 2018, Juden, acting as City Manager, entered into an employment agreement with CNLV.

c. Juden and the CNLV City Council entered into subsequent amended employment agreements on April 3, 2019, January 15, 2020, and January 6, 2021. During each iteration of Juden’s employment agreement, the same process was followed, *i.e.*, the City and Juden negotiated the terms of the agreement and then sought approval of the agreement from the City Council during a duly noticed City Council meeting.

d. In his various positions with the City, Juden established and acquired intimate and extensive knowledge of the City’s on-going projects, internal procedures and processes, and future plans.

e. On January 2, 2024, Juden met with CNLV Mayor Goynes-Brown and Mayor Pro Tem Black to discuss his anticipated resignation. The Mayor recognized that the invaluable knowledge Juden gained from his experiences would eventually need to be passed to his successor in an orderly fashion in order to facilitate continuity in the City’s continued growth and operational needs.

f. The employment agreement between Juden and CNLV that was in effect at the time of his resignation included the following term “The City may enter into a transitional consulting agreement relationship with the City Manager after resignation.”

g. Mayor Goynes-Brown and Mayor Pro Tem Black noted the desire for the City and Juden to exercise the foregoing employment agreement provision and ensure a smooth transition for the next City Manager.

h. On January 5, 2024, EDGE Strategies was incorporated, listing Juden's wife as the Registered Agent and Juden as its President.

i. On January 8, 2024, Juden again met with Mayor Goynes-Brown, Mayor Pro Tem Black, and City Attorney Micaela Moore to discuss his resignation. During that discussion, it was requested that Juden exercise the consultant language in the employment agreement. Of particular concern for the Mayor was Juden's extensive knowledge of large, in-process projects, and the need to transition that knowledge to the successor City Manager. Juden was requested to present the City with a professional services agreement for the City Council's consideration.

j. On February 12, 2024, Juden met with Mayor Pro Tem Black to discuss his departure. Hoping to avoid any detrimental issues that could arise for the City if a smooth transition was not implemented, it was emphasized that it was important not to have a gap or interruption in the transition from Juden to the new City Manager.

k. At its meeting on March 6, 2024, the CNLV City Council discussed succession planning as part of Item 26. The item was not an action item but only for discussion. Juden was present and spoke extensively about the process other nearby jurisdictions have used to determine a new city or county manager. The discussion ended with the City Council asking Juden to place on a future agenda an item to discuss the appointment of Micaela Moore as City Manager.

l. On March 20, 2024, the CNLV City Council appointed Micaela Moore as City Manager, effective April 25, 2024.

m. On April 1, 2024, Juden used his CNLV email address to send Micaela Moore a draft of a professional services agreement between EDGE Strategies and CNLV.

n. On April 23, 2024, City Clerk Jackie Rodgers coordinated with Deputy City Clerk Daisy Rivera ("Rivera") regarding the placement of the EDGE Strategies contract on the agenda.

o. On April 24, 2024, Chief Deputy City Attorney Andy Moore submitted the EDGE Strategies contract and Micaela Moore's appointment as City Manager to City Clerk Jackie Rodgers for agenda placement.

p. On April 25, 2024, Rivera finalized the contract entry in the CNLV's Prime Gov software.

q. On May 1, 2024, the CNLV City Council unanimously approved the EDGE Strategies contract as part of the consent agenda and approved Micaela Moore's City Manager employment agreement.

r. May 9, 2024 was Juden's last day as a CNLV employee.

s. On June 12, 2024, Juden corresponded with CNLV Purchasing Manager Joy Yoshida regarding the completion of the EDGE contract and required documentation.

t. On June 17, 2024, EDGE submitted the signed contract to CNLV, confirmed via email between Juden's wife and Marie Leake.

u. Interviews with Micaela Moore and documentation confirm that Juden worked on terms of the EDGE contract with the City Attorney's office while still employed by CNLV as City Manager following the exact same process used to complete his April 18, 2018, April 3, 2019, January 15, 2020, and January 6, 2021 employment contracts.

v. Meeting minutes confirm discussion of succession, and that the approval of the EDGE contract occurred while Juden was still employed by the City.

w. The fully executed professional services contract shows that the EDGE contract Juden negotiated while at the City was agreed to by all parties and is now in effect.

5. TERMS / CONCLUSIONS OF LAW: Based on the foregoing, Juden 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. The allegations of violations of NRS 281A.400(2), (3), (7), and (9) were previously dismissed by the Review Panel.

c. Juden's actions constitute a single course of conduct resulting in one non-willful 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

negotiate a contract for themselves from their employing agency while still employed at their agency without violating NRS 281A.400(10). See *In re Alford*, Comm'n Op. No. 22-038C (2022).

d. With respect to NRS 281A.400(10), the Commission draws a distinction between negotiating and/or renegotiating an employment agreement and related amendments thereto with the employing agency while the public officer is employed and will continue to be employed by the employee agency and negotiating an agreement that will take effect after the public officer's employment with the agency has ended.

e. Based upon the consideration and application of the statutory factors set forth in NRS 281A.775, Juden and the Commission agree to one non-willful violation pursuant to NRS 281A.170 and NRS 281A.400(10) 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 Juden has properly negotiated an employment contract and related amendments thereto with the CNLV which contemplated post-employment contracted consulting services. It is largely for this reason why NRS 281A.400(2) was dismissed because the benefit received by Juden was not "unwarranted" as it was a term of his employment. Juden followed the same approval process from the City Council in a public meeting for the consulting agreement in question as he had done for four previous employment agreements. The non-willful violation before the Commission is therefore primarily an issue of improper timing. Despite the City's and Juden's desire to avoid any detrimental issues that could arise for the City if a smooth transition was not implemented, the Ethics Law required that Juden should have waited until his employment with the City had terminated before negotiating the transitional consulting contract and should not have used city resources to review, edit, and transmit the contract. For these reasons, the seriousness of the offense in this case is not heightened.

- 2) Previous History: Juden has not previously been the subject of any violation of the Ethics Law.
- 3) Cost of Investigation and Proceedings: Juden was diligent to cooperate with and participate in the Commission's investigation and resolution of this matter. Because Juden was willing to resolve the matter prior to an adjudicatory hearing, significant Commission resources were preserved.
- 4) Prompt correction of the violation: Because Juden's time as a public officer had ended at the time of the Complaint, there was no action Juden could take to correct future behavior as City Manager to correct or self-report the non-willful violation.
- 5) Financial Gain: Juden has received significant financial gain from his departure from CNLV including severance, leave payouts, and the consulting contract. However, all these financial gains were contemplated and provided for in the employment contract between CNLV and Juden.
- 6) Additional Factors: The investigation revealed that aside from the timing of the pursuit and negotiation of the contract, in no other ways did Juden leverage his position to obtain the contract. Negotiations and adjusting of contract terms occurred between Juden and the City Attorney's Office which Juden does not supervise at all. Other involvement by CNLV staff was merely ministerial in nature and was not influenced by Juden.

f. 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.

g. This Agreement is not intended to be applicable to or create any admission of liability by Juden for any other proceeding against or involving Juden, 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.

h. The Executive Director is directed to notify CNLV 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. Juden 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. Juden 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 June 18, 2025.¹

DATED this 9 day of June, 2025.


Ryann Juden

FOR RYANN JUDEN

DATED this 9 day of June, 2025.


R. Todd Creer, Esq.
Kamer Zucker Abbott

DATED this 15 day of May, 2025.


Ross E. Armstrong, Esq.
Executive Director

¹ 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 as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 18th day of June, 2025.

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

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

DATED this 18th day of June, 2025.

By: /s/ Scott Scherer
Scott Scherer, Esq.
Chair

By: /s/ John Miller
John Miller
Commissioner

By: Absent
Michael E. Langton, Esq.
Commissioner

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

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