



STATE OF NEVADA

BEFORE THE NEVADA COMMISSION ON ETHICS

In re **David Cochran**, Chief,
Reno Fire Department, State of Nevada,

Ethics Complaint
Case No. 22-126C

Subject. /

STIPULATED AGREEMENT

1. **PURPOSE:** This Stipulated Agreement resolves Ethics Complaint Case No. 22-126C before the Nevada Commission on Ethics (“Commission”) concerning David Cochran (“Cochran”), Chief of the Reno Fire Department, State of Nevada.

2. **JURISDICTION:** At all material times, Cochran served as the Chief of the Reno Fire Department, State of Nevada 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. Accordingly, the Commission has jurisdiction over Cochran in this matter.

3. **PROCEDURAL HISTORY BEFORE COMMISSION**

a. On November 2, 2022, the Commission issued its *Order Initiating Ethics Complaint, Accepting Jurisdiction and Directing an Investigation* in Ethics Complaint No. 22-126C (“Ethics Complaint”), alleging that Cochran violated NRS 281A.400(7).

b. On November 2, 2022, staff of the Commission issued a *Notice of Complaint and Investigation* under NRS 281A.720(2), stating the allegations.

c. On January 18, 2023, a three-member Review Panel referred the matter to the Commission based on a determination of just and sufficient cause for the Commission to render an opinion in the matter.

d. In lieu of an adjudicatory hearing before the Commission, Cochran and the Commission now enter into this Stipulated Agreement.

4. STIPULATED FACTS: At all material times, the following facts were relevant to this matter:¹

a. Cochran joined the Reno Fire Department in 1998 and was appointed Fire Chief in 2015.

b. In 2022, Senator Catherine Cortez Masto (“Cortez Masto”) ran for re-election.

c. In May 2022, Senator Cortez Masto’s staff inquired whether Cochran would appear in a video touting Senator Cortez Masto’s support of Nevada firefighters (the “Video”).

d. From the outset, Cochran was aware of the requirements of the Ethics Law and City policy.

e. Upon review, Cochran concluded that he could participate in the Video as long as he: (1) was off duty; (2) did not expressly ask, tell, or encourage voters to vote for Cortez Masto for U.S. Senate; and (3) did not wear his official (white) City uniform and hold himself out as the City of Reno Fire Chief.

f. The Cortez Masto for Senate Campaign (the “Campaign”) coordinated and produced the Video. In the Video, Cochran wore an off-color uniform shirt unaffiliated with the RFD, or any particular fire department, adorned with his City badge and collar pins. Cochran closed the ad by looking into the camera and saying, "Catherine has been a vital partner to the fire service, and we know that we have her full support."

g. In October 2022, the Campaign broadcast the Video on network television and social media platforms, prompting viewers to ask whether the City’s fire chief may appear in a political advertisement in a City uniform endorsing a candidate for elected office.

h. Cochran did not expressly endorse Cortez Masto for Senate; however, given the timing, placement, and context of the Video, a viewer could infer that Cochran

¹ Stipulated Facts do not constitute part of the “Investigative File” as that term is defined by NRS 281A.775. All statutory and common law protections afforded to the Investigative File shall remain and are not affected by this Stipulated Agreement.

endorsed Cortez Masto for Senate, and the physical accoutrements of his office, i.e., the uniform, bolstered his private endorsement in violation NRS 281A.400(7).

5. TERMS / CONCLUSIONS OF LAW: Based on the foregoing, and in furtherance of resolving this matter to the benefit of all parties, Cochran and the Commission agree as follows:

a. Each of the stipulated facts enumerated in Section 4 of this Stipulated Agreement (“Agreement”) is agreed to by the parties.

b. Cochran’s actions constitute a single course of conduct resulting in one violation of NRS 281A.400(7).

c. Based upon the consideration and application of the statutory criteria set forth in NRS 281A.775, the Commission concludes that the violation is determined to be willful, but due to mitigating factors, no civil penalty will be imposed; specifically:

- 1) **Seriousness of Violation:** The Commission has expressed its position in multiple opinions that a public officer’s or employee’s use of their uniform and other accoutrements of office when endorsing a candidate or in support or their own candidacy is a serious Ethics Law violation. Cochran attempted to comply with these requirements of the Ethics Law when filming the Video. However, filming a video for repeated use by the Campaign is serious.
- 2) **Previous History:** Cochran has not previously been the subject of any violation of the Ethics Law or previous ethics complaints.
- 3) **Cost of Investigation and Proceedings:** Cochran was diligent to cooperate with and participate in the Commission’s investigation and resolution of this matter. His cooperation eliminated the costly expenses and time of depositions and extensive motion work.
- 4) **Mitigating Factors Such as Self-Reporting or Correction:** There was no self-reporting or self-correction in this matter. However, Cochran did attempt to comply with the requirements of the Ethics Law relating to the use of uniforms and other accoutrements of office when he appeared in the Video. Cochran’s conduct did not involve bad faith, was not done with malicious intent, and was not done with knowing or reckless disregard of the law.
- 5) **Restitution Paid to Parties:** Cochran did not receive any financial gain so no restitution would be appropriate. Other than his generic collar pins and badge, Cochran did not use any City of Reno time, property, or equipment in the filming of the Video.

6) Financial Gain from Violation: Cochran did not receive any direct financial benefit as a result of his conduct.

d. Cochran will complete ethics training within sixty (60) days of approval of this Agreement.

e. This Agreement serves as a formal admonishment to Cochran.

f. This Agreement depends on and applies only to the specific facts, circumstances and law related to the Ethics Complaint 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.

g. This Agreement is intended to apply to and resolve only this specific proceeding 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 Cochran. 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.

6. WAIVER

a. Cochran has signed a Waiver of Notice Required under NRS 241.033(1) to Consider Character, Misconduct or Competence of Subject in Ethics Complaint Proceedings and a Waiver of A Determination by Review Panel.

b. Cochran knowingly and voluntarily waives his right to a hearing before the full Commission on the allegations in Ethics Complaint Case No. 22-126C and all rights he may be accorded with 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.

c. Cochran 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 Stipulated 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 February 15, 2023.

DATED this 15th day of Feb, 2023.



David Cochran

FOR DAVID COCHRAN
Subject

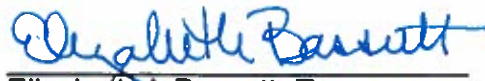
DATED this 15th day of Feb, 2023.



Jonathan Shipman, Esq.
Counsel for Subject

FOR ROSS E. ARMSTRONG, ESQ.
Executive Director
Nevada Commission on Ethics

DATED this 16th day of Feb, 2023.



Elizabeth J. Bassett, Esq.
Associate Counsel
Nevada Commission on Ethics

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Approved as to form by:

FOR NEVADA COMMISSION ON ETHICS

DATED this 21st day of February, 2023.

/s/ Laena St-Jules
Laena St-Jules, Esq.
Deputy Attorney General

The above Stipulated Agreement is accepted by the Nevada Commission on Ethics:²

DATED this 21st day of February, 2023.

By: /s/ Kim Wallin
Kim Wallin, CPA, CMA, CFM
Chair

By: /s/ Thoran Towler
Thoran Towler, Esq.
Commissioner

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

By: ABSENT
Damian R. Sheets, Esq.
Commissioner

By: /s/ James Oscarson
James Oscarson
Commissioner

² Commissioner Lowry, Vice-Chair Duffrin, and Commissioner Yen participated in the Review Panel hearing and are therefore precluded from participating in this Stipulated Agreement pursuant to NRS 281A.220(4).