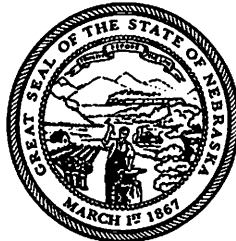


State of Nebraska Accountability and Disclosure Commission

P.O. BOX 95086
Lincoln, Nebraska 68509
nadc.nol.org



11th Floor, State Capitol
Phone (402) 471-2522
Fax (402) 471-6599

Synopsis of Case 14-14 Action Taken October 24, 2014

Respondent: Jerry Bauerkemper

The respondent is the former Interim Executive Director of the Nebraska Commission on Problem Gambling. A report of the Auditor of Public Accounts disclosed that the respondent may have had an interest in two contracts entered into in 2013 by the Nebraska Commission on Problem Gambling and the Nebraska Council on Compulsive Gambling. The Executive Director of the Nebraska Accountability and Disclosure Commission (NADC) commenced a preliminary investigation on July 23, 2014, alleging four violations. Counts 1 and 2 alleged a failure to submit a written statement in violation of §49-1499.02(1) disclosing that he had a potential conflict of interest. Counts 3 and 4 alleged that the respondent used his public office for personal financial gain or that of a business with which he is associated in violation of §49-14,101.01(1). The parties entered into a settlement agreement by which the NADC could find violations as alleged in Counts 1 and 2. By the terms of the agreement, Counts 3 and 4 would be dismissed. The agreement further provided for a civil penalty not to exceed \$3,000. The NADC approved the settlement agreement with eight Commissioners concurring, none dissenting, and none abstaining.

Violation: Pursuant to the settlement agreement, the NADC found the respondent had, on two occasions, failed to file a written disclosure of a potential conflict of interest in violation of §49-1499.02(1)

Civil Penalty: \$2,000.00

Attorney for the Respondent: Steve Mossman

Attorney for the Commission: Neil Danberg

Synopsis Prepared by: Frank Daley, Executive Director
Nebraska Accountability & Disclosure Commission
11th Floor State Capitol, P.O. Box 95086
Lincoln, NE 68509
402-471-2522

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

CASE No. 14-14

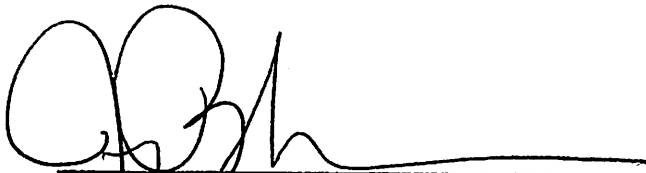
In the Matter of Jerry Bauerkemper

SETTLEMENT AGREEMENT

- 1) Parties. The parties to this Settlement Agreement (hereinafter "Agreement") are the Nebraska Accountability and Disclosure Commission, hereafter referred to as the "Commission" and Jerry Bauerkemper, hereinafter referred to as the "Respondent."
- 2) Jurisdiction. The Respondent acknowledges the jurisdiction of the Commission pursuant to the Nebraska Political Accountability and Disclosure Act ("NPADA").
- 3) Intention of the Parties. The parties enter into this Agreement with the understanding that this Agreement shall constitute a waiver of a formal hearing on the alleged violations as described in Paragraphs 4, 5 and 6 of this Agreement, thereby resolving the matter without further delay and expense to the parties.
- 4) The Alleged Violations. In its Notice of Preliminary Investigation, the Commission alleged that the Respondent violated the NPADA, Section 49-1499.02(1) in two respects (Violations 1 and 2) by failing to file a statement of potential conflict of interest with the Commission concerning his interest in two contracts. The Commission further alleged that the Respondent violated the NPADA, Section 49-14,101.01(1) in two further respects (Violations 3 and 4), by utilizing his public office for financial gain by signing two contracts which would benefit a business with which he was associated. The alleged offenses occurred in July and August 2013.
- 5) Statements of the Respondent with respect to the Alleged Violations. The Respondent states and admits that starting in July, 2013, and thereafter, he was the Interim Executive Director of the Nebraska Commission on Problem Gambling, having just taken a leave of absence from the Nebraska Council on Compulsive Gambling. He further states that at no time did he submit a statement to the Commission concerning his potential conflict of interest with respect to two contracts between the Nebraska Commission on Problem Gambling and the Nebraska Council on Compulsive Gambling.
- 6) Findings of Violations of the NPADA. With respect to the first two alleged violations under Section 49-1499.02(1), described as violations 1 and 2 in Paragraph 4, the Respondent states that it was not his intent to commit the alleged violations. Nonetheless, the Respondent agrees and stipulates that if these first two alleged violations, as recited as violations 1 and 2 of Section 49-1499.02(1) in

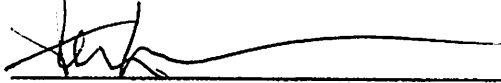
Paragraph 4 of this Agreement, proceeded to a Hearing, there is sufficient evidence for the Commission to find that there was a violation of each. The Respondent further states that the Commission could therefore find a violation of allegations 1 and 2, as described in Paragraph 4, above. He also states that he would not contest such a finding, and he agrees that the Commission may enter an order in accordance with such a finding.

- 7) Dismissal of Remaining Violations and Civil Penalty: The parties have agreed that the remaining two alleged violations, referred to as violations 3 and 4, and alleged as violations of Section 49-14,101.01(1), as described in Paragraph 4 of this Agreement, will be dismissed. The parties further agree that, in the event the Commission imposes a civil penalty in this matter, said penalty will not exceed a total amount of \$3,000.
- 8) Future Compliance: The Respondent agrees that in the future, he will abide by the provisions of the NPADA in the event that he again becomes a public official or public employee, or is otherwise affected by the provisions of the NPADA.
- 9) The Commission Must Approve this Agreement in Order for it to be Effective: The parties agree that in order for this Agreement to become effective, the Commission must approve it and shall, if it approves the Settlement, enter an Order in accordance with the terms of this Agreement.
- 10) Effect of Disapproval of the Agreement. In the event that the Commission does not approve this Agreement: (1) this matter will revert to its status prior to consideration of this Agreement, and the Preliminary Investigation in this matter will be concluded and presented to the Commission; and (2) this proposed Agreement will be null and void and nothing in the Agreement may be used in subsequent matters before the Commission or elsewhere, or as an admission against interest with respect to the parties to this proposed Agreement.
- 11) Effective Date of Agreement: This Agreement shall not be binding upon the parties until approved by the Commission. The date upon which the Commission enters its Order approving this Agreement shall be deemed its effective date. The Commission's vote on whether to adopt the Agreement and other matters pertaining to it, shall take place during the Closed Session portion of the Commission's meeting. The parties acknowledge that upon its adoption, this Agreement, the Commission's Order approving it and other matters pertaining to it, and the Commission's file pertaining to this matter shall become open and public.
- 12) Waiver of Right to Address the Commission: The Respondent waives his right to address the Commission on the matters of the amount of the civil penalty and of the approval of this Settlement Agreement.



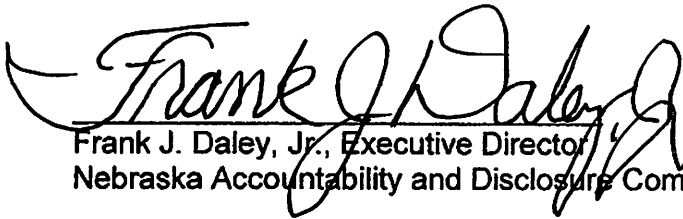
Jerry Bauerkemper, Respondent

10-15-14
Date



Steve Mossman, Attorney for Respondent,
Mr. Bauerkemper

10-21-14
Date



Frank J. Daley, Jr., Executive Director
Nebraska Accountability and Disclosure Commission

10-22-14
Date