

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
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Synopsis Case #14-11 Action Taken on January 16, 2015

Respondent: Kevin Campbell

The Respondent is the Merrick County Sheriff. On July 8, 2014 a complaint was filed by Lori Sautter, a former employee of the Sheriff's Department, generally alleging that Campbell hired and promoted his wife in violation of the Nebraska Political Accountability and Disclosure Act. A Preliminary Investigation was commenced on July 21, 2014 alleging violations of section 49-1499.04(1)(b), 49-1499.04(2)(a) and 49-1499.04(2)(b) of the Nebraska Political Accountability and Disclosure Act. The parties entered into a settlement agreement by the terms of which the Commission found that the Respondent hired his wife without first making and filing a written disclosure in violation of section 49-1499.04(1)(b) and that he hired his wife without making a reasonable solicitation of applications in violation of section 49-1499.04(2)(a). The allegation that Campbell hired his wife for a position for which she was unqualified in violation of section 49-1499.04(2)(b) was dismissed as part of the agreement. The settlement agreement provided for a civil penalty of up to \$3,000. The Commission approved the settlement agreement with six Commissioners concurring, none dissenting and none abstaining and assessed a civil penalty of \$3,000.

Violation: Pursuant to the Settlement Agreement, the Commission found that the Respondent violation sections 49-1499.04(1)(b) and 49-1499.04(2)(a) of the NPADA.

Civil Penalty: \$3,000

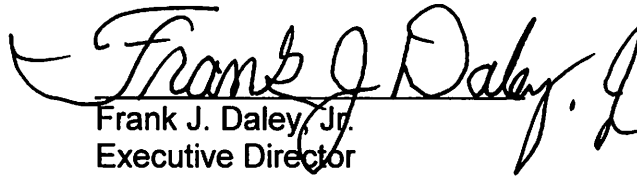
Attorney for the Respondent: Jerry Janulewicz

Attorney for the Commission: Neil Danberg

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

Certificate of Service

I hereby certify that a copy of this Order was sent by certified U.S. Mail, postage prepaid, return receipt requested on this 16th day of January, 2015, to the following at the following address: Kevin L. Campbell, 1821 16th Avenue, Central City, Nebraska; and by regular U.S. Mail, postage prepaid to his attorney, Jerry Janulewicz, 308 N. Locust Street, #306, P.O. Box 2300, Grand Island, NE 68802-2300.


Frank J. Daley, Jr.
Executive Director

01/09/15

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

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In the Matter of KEVIN L. CAMPBELL)
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CASE No. 14-11
SETTLEMENT AGREEMENT

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CLERK OF COURTS

- 1) Parties: The parties to this Settlement Agreement (hereinafter "Agreement") are the Nebraska Accountability and Disclosure Commission, hereafter referred to as the "Commission" and Kevin L. Campbell, 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: The parties enter into this Agreement prior to any finding of probable cause by the Commission and agree that this Agreement shall constitute a waiver of a formal hearing on the alleged violations as described in Paragraph 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 Respondent violated three Sections of the NPADA as follows: a) Section 49-1499.04(1)(b); b) Section 49-1499.04(2)(a); and c) 49-1499.04(2)(b). These Sections will hereinafter be referred to as the "alleged violations."
- 5) Admissions and Findings: The Respondent admits and the Commission finds, that at the time of the alleged violations, the Respondent was the Sheriff of Merrick County, Nebraska. While serving in that capacity in August, 2011, he employed his wife as a part-time employee of the Merrick County Sheriff's Department. At a later time, on or before August of 2012, he employed his wife as a full-time employee of said Department.
- 6) Violations of the NPADA. The first two violations, as identified in Paragraph 4 of this Agreement, are more fully described by the Commission as follows: The first violation is that, on or about August 2011, the Respondent employed his spouse as a part-time employee of the Merrick County Sheriff's Department without first making a full written disclosure of said circumstances to the person in charge of keeping records for Merrick County, Nebraska, in violation of Section 49-1499.04(1)(b) of the NPADA. The second violation is that, on or before August 2012, the Respondent employed his wife as a full-time employee of the Merrick County Sheriff's Department without first having made a reasonable solicitation and consideration of applications for such full-time employment in violation of §49-

1499.04(2)(a) of the NPADA. For his part, the Respondent does not admit said violations but, for purposes of settlement of the violations alleged, does not contest the description set forth above, and further states that if a violation occurred, it was not his intention to violate Nebraska law as alleged. Nonetheless, the Respondent agrees and stipulates that: a) there is sufficient evidence from which the Commission could make findings that the Respondent has committed the first two violations of the NPADA as alleged and, described and cited above in this paragraph; b) accordingly, the Commission may enter an order that the Respondent has committed the said first two violations; and c) that the Respondent would not contest such findings nor undertake any appeal from them.

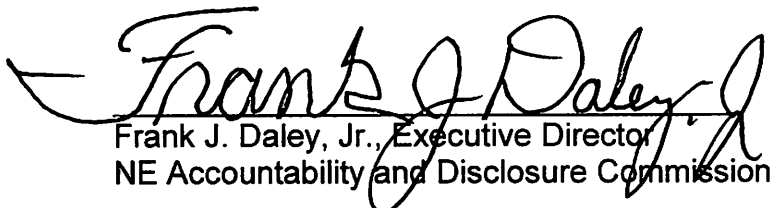
- 7) Dismissal of the Third Alleged Violation. As part of this Agreement, and contingent upon the Commission accepting the Agreement, the Commission agrees to dismiss the third alleged violation under Section 49-1499.04(2)(b) of the NPADA.
- 8) Civil Penalty. The parties have agreed that, if the Commission elects to impose a civil penalty for the two violations, as described in Paragraph 4 and 6 of this Agreement, the amount of the civil penalty imposed upon the Respondent will not exceed \$3,000, which amount represents the maximum civil penalty which the Commission could assess for these two violations.
- 9) Appropriateness of Civil Penalty. The parties further agree that if a civil penalty is imposed for the two violations in question, it shall be due and payable upon the acceptance of this Agreement by the Commission and an issuance of an Order in accordance with the terms of this Agreement, which action shall be final and conclude all matters before the Commission in this case.
- 10) Future Compliance: The Respondent agrees that he will in the future use all reasonable diligence in complying with all the provisions of the NPADA, and that he will not undertake further employment actions without full compliance with the requirements of the NPADA.
- 11) The NADC 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.
- 12) Effective Date of Agreement: This Agreement shall not be binding upon the parties until the date it is approved by the Commission and the Commission issues an order in accordance with the terms of this Agreement. The date upon which the Commission enters its Order approving this Agreement shall be deemed its effective date. If this Agreement is not approved in whole by the Commission, this Settlement Agreement shall be void and may not be used in this or any other proceeding. The parties acknowledge that this Settlement Agreement and any subsequent Order shall be announced at an open public meeting of the Commission and that the vote on such matters shall take place during the Closed

Session portion of the meeting. The parties acknowledge that upon adoption, this Settlement Agreement, the Order and the Commission's file pertaining to this matter shall become open and public.

- 13) Right to Address the Commission: The Respondent and his attorney have a right to address the Commission on the matter of the amount of the civil penalty and approval of this Settlement Agreement.
- 14) Limitation of Release and Reservation of Rights. This Agreement pertains only to the alleged violations as described above in Paragraph 4 of this Agreement. This Agreement releases the Respondent from liability with respect only to the civil penalties and civil violations of those alleged violations of the NPADA over which this Commission has jurisdiction. This release does not extend to nor does it limit the power of any other county, state or federal governmental agency, commission, office or entity from taking action under any statute or law, civil or criminal in nature, with respect to any acts or omissions of the Respondent, and all of said powers are hereby reserved and not released as a consequence of this Agreement even if said acts or omissions are the same acts or omissions upon which this Commission has predicated its actions as recited in the "alleged violations." The Commission further agrees that it will not commence any other proceedings against the Respondent related to the past or present employment of Kim Campbell by the Respondent and that it will not refer matters related to her past or present employment to any other county, state or federal governmental agency, commission, office or entity.
- 15) Advice of Counsel: The Respondent acknowledges that he has had an opportunity to seek the advice of his attorney in connection with the terms of this agreement.
- 16) Failure to Pay Settlement Amount: The parties agree that payment by the Respondent to the Commission of the amount called for in this Agreement is a material provision of this Agreement and failure to pay said amount within seven (7) months of the Effective Date of this Agreement will render this Agreement voidable at the election of the Commission.

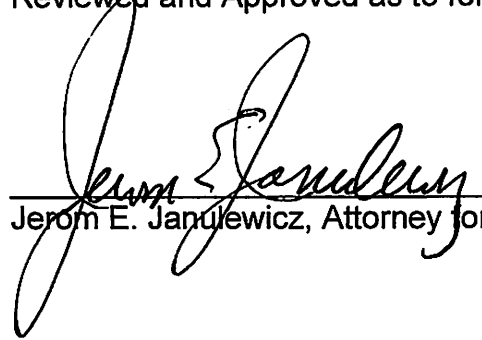

Kevin L. Campbell, Respondent

1/8/2015
Date

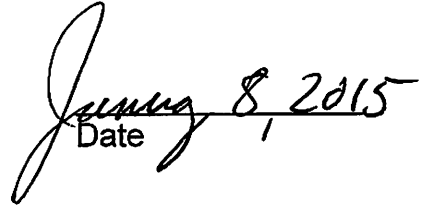

Frank J. Daley, Jr., Executive Director
NE Accountability and Disclosure Commission

1/16/15
Date

Reviewed and Approved as to form:



Jerom E. Janulewicz, Attorney for Respondent



Date