

State of Nebraska

Accountability and Disclosure Commission

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Lincoln, Nebraska 68509
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Synopsis Case #15-04 Action Taken on September 11, 2015

Respondent: Rick Freshman

The Respondent is a member of the Otoe County Board. A complaint was filed on February 26, 2015 by Victoria Watkins alleging that the Respondent had an interest in a contract with Otoe County, but failed to make a public disclosure of his interest and failed to abstain from voting on payment of the claim under the contract in violation of §49-14,103.01 of the NPADA. The parties entered into a settlement agreement by the terms of which the Commission could find a violation of §49-14,103.01(5)(b) and assess a civil penalty of not more than \$500.00. The Commission approved the Settlement Agreement and assessed a civil penalty of \$500.00 with five Commissioners concurring, no Commissioners dissenting, and no Commissioners abstaining.

Violation: Pursuant to the Settlement Agreement, the Commission found that the Respondent failed to abstain from acting as to payment under a contract with Otoe County in which he had an interest in violation section 49-14,103.01(5)(b) of the NPADA.

Civil Penalty: \$500.00

Attorney for Commission: Neil Danberg

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

BEFORE THE NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION

) **CASE No. 15-04**
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In the Matter of RICK FRESHMAN) **SETTLEMENT AGREEMENT**
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- 1) Parties: The parties to this Settlement Agreement (hereinafter "Agreement") are the Nebraska Accountability and Disclosure Commission, hereafter referred to as the "Commission" and Rick Freshman, a County Commissioner of Otoe County, 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 hereby agree that this Agreement shall constitute a waiver of a formal hearing on the alleged violation 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 Violation: In its Notice of Preliminary Investigation, the Commission alleged Respondent violated the NPADA as follows: Section 49-14,103.01(5)(b), in that the Respondent, personally or through a business with which he was associated, had several contracts with the County, but failed to make a declaration to his governing body concerning them and failed to recuse himself with respect to them.
- 5) Stipulations and Findings: The Respondent and the Commission stipulate and agree that at the time of the alleged violation, the Respondent was a County Commissioner of Otoe County, Nebraska, and that from on or about April 3, 2012 to the present, personally or through a business with which he was associated. he had several contracts with Otoe County, and he did not made a declaration to his governing body concerning them, nor recuse himself with respect to voting on them.
- 6) Allegation and Finding: The single violation of Section 49-14, 103.01(5)(b) of the NPADA has been described above, in paragraphs 4 and 5 of this Agreement. For his part, the Respondent states that it was not his intention to violate Nebraska law as alleged, and that he believed that the other members of the Otoe County Board of Commissioners were well aware of his business and contracts. Nonetheless, the Respondent agrees and stipulates that if this matter proceeded to a hearing, there is sufficient evidence from which the Commission could find that there has been a violation as alleged and that the Commission may enter an order in accordance with said finding, and that he would not contest such a finding. The Respondent

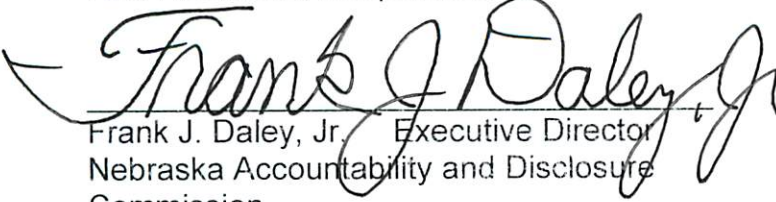
further agrees that in any future contract between himself or a business with which he is associated, he will follow the terms of Section 49-14,103.01(5)(b), and he will declare his interest in said contract and recuse himself with respect to matters concerning it.

- 7) The Commission Reserves the Right to Impose a Civil Penalty: The parties have agreed that, upon acceptance of this Agreement by the Commission, the Commission may impose a civil penalty. Under the terms of the NPADA, a civil penalty for the violation in question would not exceed \$2,000, but the parties agree that in view of the resolution of this matter through Agreement, the civil penalty which may be imposed by the Commission will not exceed \$500.
- 8) 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 the Commission shall, if it approves this Agreement, enter an Order in accordance with its terms
- 9) 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 Agreement shall be void and may not be used in this or any other proceeding. The parties acknowledge that this Agreement and any subsequent order provided by the Agreement, 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 Agreement, the order, and the Commission's file pertaining to this matter shall become open and public.
- 10) 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, if any, and on the approval of this Agreement.
- 11) 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.



Rick Freshman, Respondent

8/2/15
Date



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

9/16/15
Date