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STATE ETHICS COMMISSION

**PRE-COMPLAINT DISPOSITION AGREEMENT**

This Agreement, made this 4<sup>th</sup> day of April, 2016, by and between Gary Clark and William J. Colquhoun, Esq., Staff Counsel to the State Ethics Commission (hereinafter "Staff Counsel").

The State Ethics Commission (hereinafter "the Commission") is the executive agency of the State of Maryland established by Chapter 513, Acts 1979 for the purpose of enforcing the Maryland Public Ethics Law (General Provisions, Title 5, Annotated Code of Maryland, (hereinafter "the Ethics Law")) including the provisions of Subtitle 5, Conflicts of Interest.

**AGREED STATEMENT OF FACTS**

1. The Prince George's County Health Department (hereinafter "the Health Department") is designated as an executive unit pursuant to § 5-101(m)(2)(i) of the Ethics Law. The Health Department employees are subject to the Ethics Law.
2. Gary Clark is and has been at all times relative to this matter a Counselor II in the Health Department at the Laurel-Beltsville Oasis Youth Services Bureau (hereinafter "Oasis"); and as an employee of an executive unit is subject to the conflict of interest provisions of the Ethics Law.
3. Oasis is a non-profit organization that operates a juvenile delinquency prevention and development program in Prince George's County, which receives funding dually from the Health Department and from the Oasis Board of Directors (hereinafter "the Oasis Board"). The Oasis Board is comprised of members of the community, and serves as an advisory source to Oasis. The Oasis Board fundraises and maintains its own checking account, which it uses in part to supplement expenditures of Oasis.
4. Oasis is in part staffed by two full-time employees of the Health Department. In June, 2013, Mr. Clark's supervisor retired and that position was unfilled for approximately one year.
5. On June 11, 2014, Mr. Clark received a one-time payment from the Oasis Board in recognition that he had performed additional duties during the time period in which the other position remained unfilled. The check indicated that the payment was a "consulting fee." Mr. Clark neither solicited the payment, nor performed the additional duties, in the expectation that he would receive additional compensation. The payment was made from the Oasis Board checking account and not made from Health Department monies.
6. Section 5-502(b)(1)(ii) of the Ethics Law prohibits an employee from being employed or having a financial interest in an entity that is negotiating or has entered a contract with that governmental unit or an entity that is a subcontractor

on a contract with that governmental unit. The Commission has interpreted this section to prohibit an employee from being employed or compensated by an entity that does business with their unit.

7. Mr. Clark cooperated fully in Staff Counsel's review of the matter.
8. Mr. Clark has been advised as to the opportunity to be represented by counsel pursuant to the regulations of the Commission and has decided not to be represented by counsel.
9. Mr. Clark is entering voluntarily into this agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending against him without the issuance of a complaint and a hearing before the Commission.

**NOW THEREFORE**, in consideration of the agreed facts contained herein, and effective on the date of the Commission's acceptance of the terms of this Agreement, Gary Clark and William J. Colquhoun, Staff Counsel, agree as follows:

- A. That Mr. Clark stipulates that his acceptance of the June 11, 2014 payment from the Oasis Board violated § 5-502(b)(1)(ii) of the Ethics Law. Mr. Clark agrees that an employee subject to the Ethics Law may not accept additional compensation from an outside entity that does business with their executive unit for the performance of their executive unit duties.
- B. That Mr. Clark understands that violations of the conflict of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law in an amount up to \$5,000 for each violation of the law. However, Mr. Clark has volunteered to pay to the State the sum of \$2,500 in lieu of paying any such fine. Therefore, he hereby agrees to pay to the State of Maryland by personal check in the amount of \$2,500, and said sum will be paid by personal check to the State of Maryland in care of the State Ethics Commission on or before May 13, 2016. The fee shall be distributed to the Fair Campaign Finance Fund established under § 15-103 of the Election Law Article. In the event that that Mr. Clark fails to pay the amount agreed to by May 13, 2016, he agrees that that matter will be transferred to the Maryland State Central Collection Unit for the purposes of collecting the monies owed.
- C. That the Commission will issue a reprimand to Mr. Clark effective the date of the Commission's acceptance of the Agreement.
- D. That the Commission will transmit a copy of the Agreement to the Prince George's County Health Department Health Officer and the Governor.

- E. That Mr. Clark waives any formal proceedings and hearing in this matter if the Commission accepts the Agreement, and agrees that acceptance of this Agreement by the Commission constitutes a final action and finding of violation by the Commission.
- F. That Mr. Clark further agrees that the Agreement and materials related to this matter are not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- G. That upon execution of this Agreement by Mr. Clark, Staff Counsel will recommend that the Commission suspend any further proceedings against Mr. Clark. Should Mr. Clark fail to comply with the terms of the Agreement, and after written notice to Mr. Clark, the Commission reserves the right to open another investigation and issue a Complaint for violation of § 5-502 of the Ethics Law.
- H. That in the event that the Commission declines to accept the Agreement, both Mr. Clark and Staff Counsel are relieved of their respective obligations hereunder; and neither this Agreement, nor any admission it may contain shall be admissible in any subsequent proceeding by the Commission.
- I. That Mr. Clark and Staff Counsel are entering into this agreement for the sole purpose of resolving the matters involved in the Commission's Preliminary Inquiry and other matters currently known to the Commission and for no other purpose.

**IN WITNESS WHEREOF**, Gary Clark and William J. Colquhoun, Staff Counsel, State Ethics Commission, have hereunto set their hands.



William J. Colquhoun, Esq.  
Staff Counsel  
State Ethics Commission  
45 Calvert Street, 3<sup>rd</sup> Floor  
Annapolis, MD 21401



Gary Clark

State of Maryland  
County of: Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared GARY CLARK, who made oath in due form of law on this 31<sup>st</sup> day of March, 2016 that the matters and facts hereinabove set forth in the Pre-Complaint Disposition Agreement are true to the best of his knowledge, information, and belief, and is his voluntary act and that he executed this document for the purpose set forth herein.

JUSTINE WITKOWSKA-BAKER  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY, MARYLAND  
exp. 9/24/19

[Redacted Signature]  
Notary Public

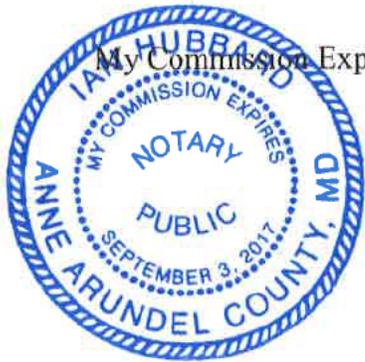
My Commission Expires: \_\_\_\_\_ (Notary Seal)

State of Maryland  
County of: ANNE ARUNDEL, to wit:

Before me, the undersigned, a Notary Public for the State and County aforesaid, personally appeared WILLIAM J. COLQUHOUN, Staff Counsel to the State Ethics Commission, who made oath on this 4<sup>th</sup> day of APRIL, 2016 in due form of law that he executed this agreement for the purposes therein contained.

[Redacted Signature]  
Notary Public

My Commission Expires: 01/03/2017 (Notary Seal)



Accepted by the Commission  
[Redacted Signature]  
Paul M. Vettori, Chair  
For the Commission

Date: April 14, 2016