

## PRE-COMPLAINT DISPOSITION AGREEMENT

This Agreement was made on the 1<sup>st</sup> day of September, 2009, by and between Nancy Kellar, Executive Assistant, Injured Workers Insurance Fund, and William J. Colquhoun, Staff Counsel to the State Ethics Commission (hereinafter "Staff Counsel").

The State Ethics Commission (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 (State Government Article, Title 15, Annotated Code of Maryland, hereinafter the "Ethics Law"), including the provisions of Subtitle 5, Conflicts of Interest.

### AGREED STATEMENT OF FACTS

1. Nancy Kellar is employed as the Executive Assistant to the President & CEO of the Injured Workers Insurance Fund (IWIF), an independent agency of the State of Maryland, and is a public official of the State subject to the conflict of interest provisions of the Ethics Law.
2. M&T Bank is an entity that has a contractual business relationship with IWIF which includes banking and cash management services as well as commercial credit card account services.
3. In May 2008, Ms. Kellar and another IWIF employee were given access to an invitation-only reception sponsored by M&T Bank held at the Baltimore Ravens Training Camp. The access was provided by an account representative for M&T Bank responsible for several IWIF accounts. M&T Bank also provided food and beverages for Ms. Kellar at the event.
4. Ms. Kellar represents that she has no contact with the account representative and has no procurement duties. Neither M&T Bank nor IWIF requested that Ms. Kellar pay for her access to the reception or for any food and/or beverages she consumed, however the other IWIF employee subsequently reimbursed M&T Bank for the cost of food and beverages in the amount of \$152.26.
5. Section 15-505 of the Public Ethics Law prohibits an official or employee from knowingly soliciting or accepting a gift, directly or indirectly, from an entity that the official or employee knows or has reason to know does or seeks to do any business of any kind, regardless of amount, with the official's or employee's government unit.
6. Ms. Kellar is voluntarily entering into this Agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending against her without the issuance of a complaint and a hearing before the Commission.

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

- A. That Ms. Kellar admits that by accepting access to the M&T Bank reception she violated the Ethics Law, specifically §15-505 which prohibits gifts from entities doing business with an official's or employee's government unit;
- B. That Ms. Kellar reimbursed M&T Bank the cost of her food and beverages at the reception in the amount of \$152.26;
- C. That the Commission will issue an official reprimand to Ms. Kellar effective the date of the Commission's acceptance of the Agreement;
- D. That the Commission will transmit a copy of said reprimand and this Agreement to the Governor and to the President & CEO of IWIF;
- E. That Ms. Kellar 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;
- G. That Ms. Kellar 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;
- H. That upon execution of this Agreement by Ms. Kellar, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Kellar. Should Ms. Kellar fail to comply with the terms of the Agreement, and after written notice to her, the Commission reserves the right to open another investigation and issue a complaint for violation of Sections 15-505 of the Public Ethics Law;
- I. That in the event that the Commission declines to accept the Agreement, both Ms. Kellar 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; and
- J. That Ms. Kellar and Staff Counsel are entering into this agreement for the sole purpose of resolving the matters involved in the Commission's Preliminary Inquiry Investigation and other matters currently known to the Commission and for no other purpose.

IN WITNESS WHEREOF, Nancy Kellar and William J. Colquhoun, Staff Counsel, State Ethics Commission, have hereunto set their hands.

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

William J. Colquhoun, Staff Counsel  
State Ethics Commission  
45 Calvert Street, 3<sup>rd</sup> Floor  
Annapolis, MD 21401  
(410) 260-7770

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Nancy Kellar  
IWIF

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State of Maryland  
County of: Baltimore, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared NANCY KELLAR who made oath in due form of law on this 1 day of September, 2009 that the matters and facts hereinabove set forth in the Pre-Complaint Disposition Agreement are true to the best of her knowledge, information and belief, and are her voluntary act and that she executed this document for the purpose set forth herein.

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Notary Public

My Commission Expires: ~~My Commission Expires April 24 2010~~ (Notary Seal)  
April 24, 2010

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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 WILLIAM J. COLQUHOUN, Staff Counsel to the State Ethics Commission, who made oath on this 8<sup>th</sup> day of SEPTEMBER, 2009 in due form of law that he executed this agreement for the purposes therein contained.

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Notary Public

My Commission Expires: DONALD M. STREET (Notary Seal)  
Notary Public-Maryland  
Anne Arundel County  
My Commission Expires  
November 09, 2010

Accepted by the Commission

SIGNATURE APPEARS ON  
ORIGINAL AGREEMENT

Robert F. Scholz, Chair  
for the Commission

Date: October 24, 2009