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**PRE-COMPLAINT DISPOSITION AGREEMENT**

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This Agreement, made this 27 day of June, 2019, by and between Colette Colclough, Vice President of Human Resources for Maryland Public Television, 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 (General Provisions Article, Title 5, Annotated Code of Maryland), (hereinafter "the Ethics Law") including the provisions of Subtitle 5, Conflicts of Interest.

**AGREED STATEMENT OF FACTS**

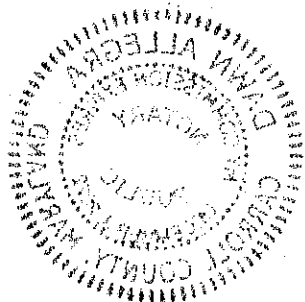
1. Colette Colclough was, at all times relevant to this matter, employed by Maryland Public Television ("MPT"), an executive agency of the State of Maryland, and an employee subject to the conflict of interest provisions of the Ethics Law.
2. Ms. Colclough is employed as the Vice President of Human Resources for MPT. The Human Resources Department is charged with overseeing personnel matters, benefits, recruitment, time keeping, and Equal Employment Opportunity matters. Ms. Colclough's duties include: supervising the Human Resources Department, signing contracts, approving timesheets, and managing contractual employees.
3. Section 5-501(a)(1) of the Ethics Law prohibits a State employee or official from participating in a matter if the employee or official, or a qualifying relative of the employee or official, has an interest in the matter and the employee or official knows of the interest. Section 5-101(gg) of the Ethics Law defines "qualifying relative" as a spouse, parent, child, brother or sister.
4. During the period of July 2016 to September 2018, in her capacity as Vice President of Human Resources for MPT, Ms. Colclough participated in matters involving a qualifying relative who was a contractual employee for MPT. From July 2016 to September 2018, Ms. Colclough approved timesheets, and signed contracts and other documents relating to the employment of the qualifying relative. Ms. Colclough was also the direct supervisor of the same qualifying relative.
5. In early 2019, the Office of Legislative Audits ("OLA") requested that the Commission review this matter. The Commission placed this matter on the docket at its February 14, 2019 meeting, and directed Staff Counsel to conduct a preliminary inquiry. During the inquiry into this matter, the Legislative Auditor and OLA staff cooperated and provided assistance to Commission staff. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry.

6. Ms. Colclough has been forthright in her cooperation of Staff Counsel's review of this matter.
7. Ms. Colclough 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 on the date of the Commission's acceptance of the terms of this Agreement, Colette Colclough and William J. Colquhoun, Staff Counsel, agree as follows:

- A. Ms. Colclough stipulates that her participation in matters related to the hiring and supervision of a qualifying relative violated § 5-501(a)(1) of the Ethics Law.
- B. Ms. Colclough understands that violations of the conflict of interest provisions of the Ethics Law may result in civil fines pursuant to Section 5-902 of the Ethics Law. Ms. Colclough further agrees to pay, in lieu of potential fines, the sum of \$1,500.00 for the above admitted violation of the Ethics Law and that said sum will be paid by check or money order payable to the "State of Maryland" on or before September 30, 2019. The fee shall be distributed to the Fair Campaign Financing Fund established under § 15-103 of the Fair Campaign Finance Article. If the fee is not paid, it is agreed that the matter will be transferred to the Maryland State Central Collection Unit for the purpose of collecting the monies owed.
- C. The Commission will issue a reprimand to Ms. Colclough effective the date of the Commission's acceptance of this Agreement.
- D. The Commission will transmit a copy of this Agreement to the President and Chief Executive Officer for MPT.
- E. Ms. Colclough will not participate in any MPT matter in which a qualifying relative has an interest. The Commission, through its published opinions, has defined "participate" as "participating as a State officer or employee in any proceeding, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise" and "matter" as "any proceeding, application, submission, request for ruling or other determination, contract, claim, case or other such particular matter" (Opinion No. 80-17). Section 5-101(t) of the Ethics Law defines an "interest" as "a legal or equitable economic interest that is owned or held wholly or partly, jointly or severally, or directly or indirectly, whether or not the economic interest is subject to an encumbrance or condition."

- F. Ms. Colclough waives any formal proceedings and hearing in this matter (if the Commission accepts this Agreement) and agrees that acceptance of this Agreement by the Commission constitutes a final action and finding of violation by the Commission.
- G. Ms. Colclough further agrees that this 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. Upon execution of this Agreement by Ms. Colclough, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Colclough. Should Ms. Colclough fail to comply with the terms of this Agreement, and after written notice is issued to her, the Commission reserves the right to open an investigation and issue a complaint for violation of Section 5-501 of the Ethics Law.
- I. In the event the Commission declines to accept this Agreement, both Ms. Colclough 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.
- J. That Ms. Colclough and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry matter and for no other purpose.



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

[Redacted Signature]

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

[Redacted Signature]

Colette Colclough

State of Maryland  
County of Carroll, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Colette Colclough, who made oath in due form of law on this 27 day of June, 2019 that the matters and facts hereinabove set forth in this Agreement are true to the best of her knowledge, information and belief, that it is her voluntary act and that she executed this document for the purpose set forth herein.

[Redacted Signature]

Notary Public

My Commission Expires: 12/3/2022



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 3<sup>rd</sup> day of July, 2019 in due form of law that he executed this Agreement for the purposes therein contained.

[Redacted Signature]

Notary Public

My Commission Expires: June 20, 2021

(Notary Seal)



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Accepted by the Commission

  
Janet E. McHugh, Chair  
for the Commission

Date: July 11, 2019