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AUG 15 2023

PRE-COMPLAINT DISPOSITION AGREEMENT

STATE ETHICS COMMISSION

This Agreement, made this 11th day of August, 2023, by and between Kuishuang Feng, Associate Professor, Department of Geographical Sciences, University of Maryland, College Park, and Katherine P. Thompson, 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. Kuishuang Feng was, at all times relevant to this matter, employed by the University of Maryland, College Park ("UMCP"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Dr. Feng currently serves as an Associate Professor in the Department of Geographical Sciences and has been employed by UMCP since January 2011.
3. Dr. Feng actively participated in matters in his State position in the direction, award, and management of a \$45,000.00 contract granted to his spouse's private business entity, EcoFuture, LLC, to provide consulting services under a research grant awarded to UMCP that ran from May to November 2019. Dr. Feng failed to disclose the conflict of interest to UMCP until August 2022.
4. EcoFuture, LLC, formally owned by Dr. Feng's spouse, was an environmental and scientific consulting company that was formed on August 11, 2017. The company's Articles of Organization list Dr. Feng's spouse as the resident agent and includes the couple's home address as the principal office. According to the company's Articles of Cancellation, Dr. Feng's spouse filed to terminate EcoFuture, LLC, on June 25, 2020.
5. Section 5-501(a)(1) of the Public Ethics Law prohibits a State employee from participating in matters in which the employee or their spouse has an interest. Section 5-501(a)(2) also prohibits a State employee from participating in matters where a business entity is a party to a matter and their spouse has a direct financial interest in the business entity or their spouse is an officer, a director, a trustee, a partner, or an employee of the business. Through its published opinions, the Commission has defined a "matter" as "any proceeding, application submission, request for ruling or other determination, contract, claim, case or such particular matter." (Op. No. 80-17). Further, the Commission, in its opinions, has defined "participate" as "a State officer or employee in any proceeding, decision,

determination, finding, ruling, order, grant, payment, award, license, contract, transaction, sanction or approval, or the denial thereof, or failure to act with respect thereto, personally and substantially through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise.” (Op. No. 80-17).

6. Section 5-502(b)(1)(i) of the Public Ethics Law prohibits an official or employee from being employed by or having a financial interest in “...an entity subject to the authority of that official or employee or of the governmental unit with which the official or employee is affiliated.” Section 5-502(b)(1)(ii) of the Public Ethics Law prohibits an official or employee from being employed by or having a financial interest in an entity “...that is negotiating or has entered into a contract with that governmental unit or an entity that is a subcontractor on a contract with that governmental unit.”
7. “Financial interest” is defined in § 5-101(n)(2)(i) as ownership of more than 3% of a business entity by an employee or the spouse of an employee. In this matter, Dr. Feng’s financial interest was through his spouse’s ownership of more than 3% of EcoFuture, LLC.
8. Section 5-506 of the Public Ethics Law prohibits a State employee or official from intentionally using the prestige of his or her office for his or her own private gain or that of another.
9. On February 2, 2023, following an investigation conducted by the Office of Legislative Audits (“OLA”), UMCP made a referral to the Commission for potential violations of the Ethics Law by Dr. Feng alleging in part that, Dr. Feng participated in matters in his State position as an Associate Professor with the Department of Geographical Sciences, in the direction and award of a \$45,000.00 contract to his spouse’s private business entity, EcoFuture, LLC, which was awarded through UMCP and managed by Dr. Feng.
10. Dr. Feng violated the participation, financial interest, and prestige of office provisions of the Public Ethics Law by selecting his spouse as a contributor without disclosing the conflict of interest, awarding her business as a subrecipient of a research grant, assisting in filing the necessary paperwork with both UMCP and the granting organization, and participating in certifying his spouse’s company’s work on the grant and validating her invoices.
11. In response to the information provided by OLA, the Commission placed this matter on the docket at its meeting on March 2, 2023, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry.
12. Dr. Feng has been forthright in his cooperation of Staff Counsel’s review of this matter.

13. Dr. Feng 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 him without the issuance of a complaint and a hearing before the Commission.
14. Dr. Feng has been represented throughout these proceedings by counsel, Andrew J. Graham, Esquire, Kramon & Graham, P.A., as indicated by his signature on this Agreement.

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, Kuishuang Feng and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. That Dr. Feng admits that his participation in official State matters at UMCP related to his involvement in the research grant contract that awarded funds to his spouse's privately owned business entity is a violation of § 5-501, the "non-participation" provisions of the Ethics Law.
- B. Dr. Feng stipulates that his financial interest through his spouse's ownership of more than 3% of a business, which received funding through a grant awarded by his agency violated § 5-502(b)(1) of the Ethics Law.
- C. That Dr. Feng admits that using State resources to conduct activities related to his spouse's privately owned business entity is a violation of the prohibition against using the prestige of one's office for their private gain or that of another contained in § 5-506(a)(1)(i) of the Ethics Law.
- D. Dr. Feng understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law. Dr. Feng further agrees to pay, in lieu of potential fines, the sum of FOUR THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$4,500.00) for the above admitted violations of the Ethics Law. That said sum will be paid by check or money order payable to the "State of Maryland" in care of the Commission on or before August 25, 2023. 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.
- E. This Agreement will serve as a reprimand to Dr. Feng effective the date of the Commission's acceptance of this Agreement.
- F. The Commission will transmit a copy of this Agreement to the Interim Vice President for Legal Affairs and General Counsel at UMCP.

- G. That Dr. Feng will seek the advice of the Commission regarding any possible conflicts of interest involving an entity through which he has a financial interest and that involves UMCP or any other higher education institutions affiliated with The University System of Maryland.
- H. Dr. Feng 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.
- I. Dr. Feng 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.
- J. Upon execution of this Agreement by Dr. Feng, Staff Counsel will recommend that the Commission suspend any further proceedings against Dr. Feng. Should Dr. Feng fail to comply with the terms of this Agreement, and after written notice is issued to him, the Commission reserves the right to open an investigation and issue a complaint for violations of §§ 5-501, 5-502, and 5-506 of the Ethics Law.
- K. In the event the Commission declines to accept this Agreement, both Dr. Feng 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.
- L. That Dr. Feng and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry into this matter and for no other purpose.

IN WITNESS WHEREOF, Kuishuang Feng and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.

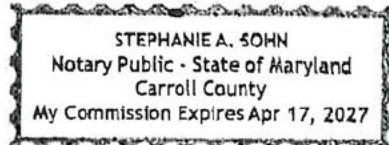
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Kuishuang Feng

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Andrew J. Graham, Esquire
Kramon & Graham, P.A.
One South Street, Suite 2600
Baltimore, Maryland 21202
Attorney for Respondent

State of Maryland
County of Baltimore, to wit:
City

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Kuishuang Feng, who made oath in due form of law on this 11th day of August, 2023, that the matters and facts hereinabove set forth in this Agreement are true to the best of his knowledge, information and belief, that it is his voluntary act and that he executed this Agreement for the purposes set forth herein.



[Redacted Signature]

Notary Public

My Commission Expires:

4/17/2027

(Notary Seal)

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 Katherine P. Thompson, Staff Counsel to the State Ethics Commission, who made oath on this 18th day of August, 2023, in due form of law that she executed this Agreement for the purposes therein contained.

[Redacted Signature]

Notary Public

My Commission Expires:

June 20, 2025



Accepted by the Commission

[Redacted Signature]

Craig D. Roswell, Chair
for the Commission

Date: 9/7, 2023