

RECEIVED

AUG 14 2023

PRE-COMPLAINT DISPOSITION AGREEMENT

STATE ETHICS COMMISSION

This Agreement made this 14th day of August, 2023, by and between Gary McLhinney, former Assistant Secretary, Department of Public Safety and Correctional Services, 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. Gary McLhinney was, at all times relevant to this matter, employed by the Department of Public Safety and Correctional Services ("DPSCS"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Mr. McLhinney was employed as Assistant Secretary of Special Operations for DPSCS. According to the website for DPSCS, the Department operates 19 institutions and 42 Parole and Probations offices throughout Maryland and works to promote safety across the State.
3. Section 5-501(a) 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. Section 5-506(a)(1)(i) of the 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. The Commission, through its published opinions, has interpreted the prestige provision to mean that State employees should not use any State resources, such as State computers, State-issued email accounts, or State time for activities unrelated to their State duties. (Op. No. 08.01).
5. In May 2021, the Commission received an anonymous complaint reporting Mr. McLhinney had participated in matters involving a qualifying relative in his State position. The Commission placed this matter on the docket at its meeting on June 10, 2021, and directed Staff Counsel to conduct a preliminary inquiry. During the inquiry into this matter, DPSCS staff cooperated and provided assistance to Commission staff. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry.

6. Mr. McLhinney, in his capacity as Assistant Secretary for DPSCS, conducted activities related to a qualifying relative in his State position and failed to enter into a non-participation plan related to his qualifying relative who was in the same chain of command.
7. Mr. McLhinney 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.

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

- A. That Mr. McLhinney admits that he participated in matters involving a qualifying relative and failed to enter into a non-participation plan related to his qualifying relative as required by § 5-501(a) of the Ethics Law.
- B. Mr. McLhinney 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. Mr. McLhinney further agrees to pay, in lieu of potential fines, the sum of ONE HUNDRED and no/100 DOLLARS (\$100.00) 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.
- C. This Agreement will serve as a reprimand to Mr. McLhinney effective the date of the Commission's acceptance of this Agreement.
- D. Mr. McLhinney 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.
- E. Mr. McLhinney 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.
- F. Upon execution of this Agreement by Mr. McLhinney, Staff Counsel will recommend that the Commission suspend any further proceedings against Mr. McLhinney.

- G. In the event the Commission declines to accept this Agreement, both Mr. McLhinney 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.
- H. That Mr. McLhinney 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, Gary McLhinney and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



Katherine P. Thompson, Staff Counsel
State Ethics Commission
45 Calvert Street, 3rd Floor
Annapolis, Maryland 21401
(410) 260-7770



Gary McLhinney)

State of Maryland

County of Howard, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Gary McLhinney, who made oath in due form of law on this 14 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: July 5, 2025

(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: Sept 7th, 2023