

In the Matter of  
Kendal Wade  
Respondent

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Before the  
State Ethics Commission  
Complaint No. C-16-18

### **ORDER**

Having considered the Stipulation of Settlement Agreement entered into between Respondent, Kendal Wade, and William J. Colquhoun, Staff Counsel to the State Ethics Commission, on June 28, 2019, the State Ethics Commission hereby determines that the matter complained of herein has been settled by the Respondent's execution of the Stipulation of Settlement Agreement, attached hereto and made part hereof.

ORDERED, that the Respondent is reprimanded, and that this Order and Stipulation of Settlement Agreement are public documents.

STATE ETHICS COMMISSION

Date: July 11, 2019

By:

  
Janet E. McHugh, Chair

### **CERTIFICATE OF SERVICE**

I hereby certify that on this 15<sup>th</sup> day of July, 2019, a copy of the foregoing Order in State Ethics Commission proceeding C-16-18, was forwarded via regular mail, postage prepaid, to the Respondent, Kendal Wade, c/o Shaun F. Owens, Esquire, Schlachman, Belsky & Weiner, P.A., 2905-A Old Largo Road, P.O. Box 1658, Upper Marlboro, MD 20772, and was hand delivered to William J. Colquhoun, Staff Counsel to the State Ethics Commission, 45 Calvert Street, 3<sup>rd</sup> Floor, Annapolis, MD 21401.

  
Jennifer K. Allgair, General Counsel

JUL 09 2019

STATE ETHICS COMMISSION

In the Matter of:

Before the State Ethics Commission

KENDAL WADE

Complaint No. C-16-18

Respondent

**STIPULATION OF SETTLEMENT AGREEMENT**

This Stipulation of Settlement Agreement (hereinafter "Agreement") was made on the 9<sup>th</sup> day of July, 2019, between Kendal Wade, Respondent, and William J. Colquhoun, Staff Counsel to the State Ethics Commission ("Staff Counsel").

**STIPULATIONS**

1. The State Ethics Commission ("Commission") is an executive agency of the State of Maryland established for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland, (hereinafter the "Ethics Law")).
2. Kendal Wade (the "Respondent") was, at all times relevant to this matter, employed by the Prince George's County Sheriff's Office (the "Sheriff's Office"), an executive unit of the State of Maryland, and an employee subject to the conflict of interest provisions of the Ethics Law.
3. The Respondent is employed as a Deputy in the Sheriff's Office. His primary duties include providing courtroom security for judges, jurors, and witnesses, and transporting prisoners in custody.
4. The Respondent campaigned for and was ultimately unsuccessful in his 2018 election bid for the elected position of Prince George's County Sheriff.
5. On June 7, 2018, the Commission received correspondence from an individual (the "Complainant") requesting that a complaint be issued against the Respondent for misusing the prestige of his office for his own private gain, in relation to his election bid for Sheriff. The Commission met on June 21, 2018, and authorized the issuance of the complaint. Staff Counsel was directed to perform a preliminary investigation into the allegations. Staff Counsel delivered his preliminary investigation report to the Commission at its April 18, 2019 meeting.
6. The Respondent admits that sufficient evidence exists to conclude that he used his "Deputy" title for campaign purposes in 2018.
7. Section 5-506 of the Public Ethics Law prohibits an official from intentionally using the prestige of his or her office for the private gain of that official or that of another. The Commission has interpreted this provision to mean that a State

employee or official should not use State time, title or resources for business unrelated to their State duties.

8. The Respondent has been forthright in his cooperation in Staff Counsel's review of this matter.
9. The Respondent 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 a hearing before the Commission.
10. The Respondent has been represented throughout these proceedings by counsel, Shaun F. Owens, Schlachman, Belsky & Weiner, 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, Kendal Wade, Respondent, and William J. Colquhoun, Staff Counsel, agree as follows:

- A. The Respondent admits that sufficient evidence exists to conclude that he used his "Deputy" title for campaign purposes in 2018, which constitutes a violation of the prohibition in § 5-506 against using the prestige of one's office for the private gain of themselves or others.
- B. The Respondent will not use State time, title, or resources for non-government related purposes.
- C. The Respondent 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. The Respondent further agrees to pay, in lieu of potential fines, the sum of ONE THOUSAND and no/100 DOLLARS (\$1,000.00) for the above admitted violations of the law. That said sum will be paid by check or money order made payable to the State of Maryland in care of the State Ethics Commission 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.
- D. The Commission will issue an official reprimand to the Respondent for the above admitted violation of the Ethics Law effective the date of the Commission's acceptance of this Agreement.
- E. The Commission will transmit a copy of this Agreement to the Complainant.

F. The Respondent 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. The Respondent further agrees that the Agreement is not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.

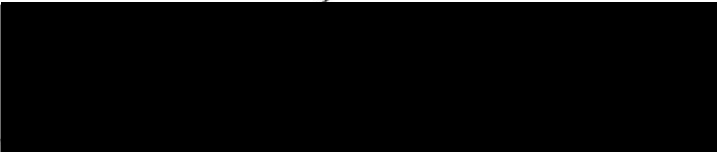
H. Upon execution of this Agreement by the Respondent, Staff Counsel will recommend that the Commission suspend any further proceedings against the Respondent, and recommend further that the Commission issue a Final Order consistent with the terms of this Agreement. Should the Respondent fail to comply with the terms of this Agreement, and after written notice to him, the Commission reserves the right to issue a further order regarding this matter or to schedule a hearing in this matter.


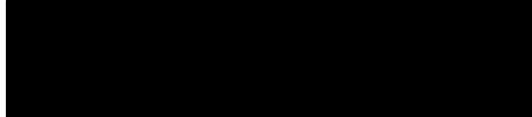
I. In the event that the Commission declines to accept this Agreement, both the Respondent and Staff Counsel are relieved of their respective obligations hereunder, and neither this Agreement, nor any admission it may contain, shall be admissible in any subsequent proceeding by the Commission.

J. The Respondent and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters arising under the Commission's complaint and for no other purpose.

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

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

  
Kendal Wade

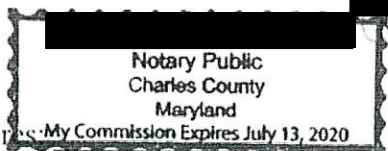
  
  
Shaun F. Owens, Esquire  
Schlachman, Belsky & Weiner, P.A.  
2905-A Old Largo Road  
P.O. Box 1658  
Upper Marlboro, MD 20772



State of Maryland

County of: Prince George's, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Kendal Wade, who made oath in due form of law on this 9<sup>th</sup> day of July, 2019, that the matters and facts hereinabove set forth in the Stipulation of Settlement Agreement are true to the best of his knowledge, information and belief and it is his voluntary act and that he executed this Agreement for the purposes set forth herein.



Notary Public

(Notary Seal)

State of Maryland,

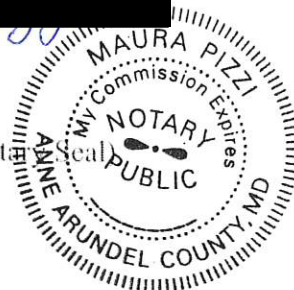
County of: Anne Arundel, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared William J. Colquhoun, Staff Counsel to the State Ethics Commission, who made oath on this 9<sup>th</sup> day of July, 2019 in due form of law that he executed this Agreement for the purposes therein contained.

Notary Public

My Commission Expires: June 20, 2021

(Notary Seal)



Accepted by the Commission

Janet L. McHugh, Chair  
for the Commission

Date: July 11, 2019