

PRE-COMPLAINT DISPOSITION AGREEMENT

This Agreement, made this ^{BAB} 10th day of ^{BAB} February, 2008, by and between Beverly Bricker, former Vice President for Interactive Content, Maryland Public Television (MPT), and William J. Colquhoun, Esq., Staff Counsel to the State Ethics Commission (hereinafter "Staff Counsel").

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STATE ETHICS COMMISSION

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 of 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. Beverly Bricker was, at all times relevant to this matter, the Director of Interactive Content at Maryland Public Television, and was a public official of the State subject to the conflict of interest provisions of the Ethics Law.
2. In November 2003, the Office of Legislative Affairs (OLA) conducted a review of the Maryland Public Broadcasting Commission (MPBC), of which Maryland Public Television is a part. The auditors reported two findings that raised possible issues under the use of prestige of office (§ 15-506) provision of the Public Ethics Law. The auditors found that Website design services were improperly subcontracted to an individual who had a personal relationship with the MPBC employee responsible for selecting the primary contractor and monitoring the contract. The MPBC employee was later identified as Ms. Bricker and the subcontractor was identified as Ms. Bricker's live-in boyfriend.
3. Ms. Bricker states that in 2001, in her capacity as Director of Interactive Content, that she hired a vendor to create a website and educational program. The vendor, in turn, hired Ms. Bricker's boyfriend to create the website. Ms. Bricker further acknowledges that she did not directly work on the project, but that she did receive credit as a producer.
4. Section 15-506 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.
5. Ms. Bricker represents that any violation of the Public Ethics Law was unintentional on her part and her actions did not work to the detriment of the state. She states that she did not profit from her boyfriend's work on the website project, that she did not have an interest in his business and they maintained separate bank accounts, and that she believes no fraud had occurred in the procurement. The website continues to be used by MPT as of the date of this agreement.

6. Ms. Bricker 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.

7. Ms. Bricker has been represented by Gregory Robinson, Esq., in the inquiry into this matter and the execution of 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, Beverly Bricker and William J. Colquhoun, Staff Counsel, agree as follows:

A. That Ms. Bricker admits the awarding of the website design subcontract to her boyfriend gives rise to the appearance of a conflict of interest, specifically, a violation of § 15-506's prohibition against using the prestige of one's office for the private gain of themselves and others.

B. That the Commission will issue an official reprimand to Ms. Bricker effective the date of the Commission's acceptance of the Agreement.

C. That the Commission will transmit a copy of said reprimand and the Agreement to the Governor; Robert J. Shuman, President and CEO, MPT and Edward H. Kaplan, Chairman, MPBC.

D. That Ms. Bricker 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.

E. Ms. Bricker 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.

F. That upon execution of this Agreement by Ms. Bricker, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Bricker. Should Ms. Bricker fail to comply with the terms of the Agreement, and after written notice to Ms. Bricker, the Commission reserves the right to open another investigation and issue a complaint for violation of Sections 15-506 of the Public Ethics Law.

G. That in the event that the Commission declines to accept the Agreement, both Ms. Bricker 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 Ms. Bricker 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, Beverly Bricker 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, 3rd Floor
Annapolis, Maryland 21401

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Beverly Bricker

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Gregory Robinson, Esq.
Stanco, Ulmer & Robinson, LLC
428 4th Street, #3
Annapolis, MD 21403
Counsel for Beverly Bricker

State of Maryland,
County of: Montgomery, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared BEVERLY BRICKER who made oath on this 21st day of February, 2008 in due form of law that the matters and facts hereinabove set forth 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: AMAR MATTA
Notary Public, State of Maryland
My Commission Expires April 13, 2012

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 23rd day of FEBRUARY, 2008 in due form of law that he executed this agreement for the purposes set forth herein.

SIGNATURE APPEARS ON
ORIGINAL AGREEMENT

Notary Public

My Commission Expires:

DONALD M. STREET
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: February 25, 2008