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**PRE-COMPLAINT DISPOSITION AGREEMENT**

This Agreement was made on the 30<sup>th</sup> day of March 2009, by and between Jeannine M. Trisler, Budget & Procurement Manager, Injured Workers Insurance Fund, 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 (State 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. Jeannine M. Trisler is employed as a Budget & Procurement Manager at the Injured Workers Insurance Fund (IWIF), an independent agency of the State of Maryland, and is a public official of the State subject to the financial disclosure and conflict of interest provisions of the Ethics Law.
2. M&T Bank is an entity that has a contractual business relationship with IWIF which includes banking and cash management services as well as commercial credit card account services. Ms. Trisler is the credit card program administrator for IWIF.
3. In April 2008, Ms. Trisler was offered and accepted a ticket to a Baltimore Orioles game from an IWIF employee who had received them from another IWIF employee who had received them from an M&T Bank employee responsible for several IWIF accounts. Ms. Trisler along with four other IWIF employees and their families viewed the game from M&T's suite at Camden Yards. Ms. Trisler and the others were provided meals and beverages including alcohol by M&T. Neither M&T Bank nor IWIF requested that Ms. Trisler pay for her game ticket or the cost of her meal and beverages.
4. In May 2008, Ms. Trisler and another IWIF employee were given a ticket to an invitation-only reception sponsored by M&T Bank held at the Baltimore Ravens Training Camp. The tickets were provided by an account representative from M&T Bank responsible for several IWIF accounts. Ms. Trisler asserts that she has infrequent contact with the account representative and has no procurement duties in relation to the selection of M&T Bank as an IWIF vendor. Neither M&T Bank nor IWIF requested that Ms. Trisler pay for her ticket to the reception.
5. In November 2008, Ms. Trisler attended an IWIF training event where the Ethics Law and its gift acceptance prohibitions were discussed. She determined at that time that she should not have accepted the tickets to these events.

6. On February 4, 2009, Ms. Trisler reported the tickets as gifts on her 2008 Financial Disclosure Statement. Following a written query from Staff Counsel concerning her disclosures, Ms. Trisler stated that she had obtained the cost for the two events from the M&T Bank account representative. The account representative informed Ms. Trisler that the cost of the Orioles game ticket was \$140 and the Ravens reception ticket was \$152.26. On February 13, 2009, she reimbursed M&T Bank the total of \$292.26 as payment for the tickets.

7. Section 15-505 of the Public Ethics Law prohibits an official or employee from knowingly soliciting or accepting a gift, directly or indirectly, from an entity that the official or employee knows or has reason to know does or seeks to do any business of any kind, regardless of amount, with the official's or employee's government unit.

8. The gift allowances contained in Section 15-505(c) do not permit State employees to receive sporting event tickets or other tickets from entities that conduct business with their agency.

9. Ms. Trisler 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 the date of the Commission's acceptance of the terms of this Agreement, Jeannine M. Trisler and William J. Colquhoun, Staff Counsel, agree as follows:

A. That Ms. Trisler admits that by accepting the tickets to the Orioles game and the M&T Bank reception she violated the Ethics Law, specifically Section 15-505 which prohibits gifts from entities doing business with an official's or employee's government unit.

B. That Ms. Trisler reported the tickets as gifts on her Financial Disclosure Statement and reimbursed M&T Bank the full cost of the tickets to both events in the amount of \$292.26.

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

D. That the Commission will transmit a copy of said reprimand and this Agreement to the Governor and to the IWIF Administrator.

E. Ms. Trisler will continue to cooperate in, this and other related matters being reviewed by the Commission.

F. That Ms. Trisler 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.

G. That Ms. Trisler 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.

H. That upon execution of this Agreement by Ms. Trisler, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Trisler. Should Ms. Trisler fail to comply with the terms of the Agreement, and after written notice to her, the Commission reserves the right to open another investigation and issue a complaint for violation of Sections 15-505 of the Public Ethics Law.

I. That in the event that the Commission declines to accept the Agreement, both Ms. Trisler 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. Trisler 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**, Jeannine M. Trisler 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, 3<sup>rd</sup> Floor  
Annapolis, MD 21401  
(410) 260-7770

SIGNATURE APPEARS ON  
ORIGINAL AGREEMENT

Jeannine M. Trisler  
IWIF

State of Maryland  
County of: Baltimore, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared JEANNINE M. TRISLER who made oath in due form of law on this 27 day of March, 2009 that the matters and facts hereinabove set forth in the Pre-Complaint Disposition Agreement 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: April 24, 2010

(Notary Seal)



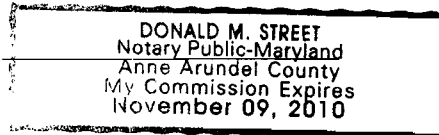
State of Maryland,  
County of: ANNE ARUNDEL, to wit:

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 30<sup>th</sup> day of MARCH, 2009 in due form of law that he executed this agreement for the purposes therein contained.

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Notary Public

My Commission Expires:



(Notary Seal)

Accepted by the Commission

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Robert F., Scholz, Chair  
for the Commission

Date: 4/16, 2009