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AUG ' 5 2009

STATE ETHICS  
COMMISSION

**PRE-COMPLAINT DISPOSITION AGREEMENT**

This Agreement was made on the 3<sup>RD</sup> day of Aug., 2009, by and between Ed Vogel, 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. Ed Vogel is employed as Maintenance Supervisor at the Injured Workers Insurance Fund (IWIF), an independent agency of the State of Maryland, and is an employee of the State subject to the 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.
3. In April 2008, Mr. Vogel was offered and accepted tickets 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. Mr. Vogel and a guest, along with four other IWIF employees some of whom also had guests, viewed the game from M&T's suite at Camden Yards. Mr. Vogel and the others were provided meals and beverages including alcohol by M&T. Neither M&T Bank nor IWIF requested that Mr. Vogel pay for the game tickets or the cost of meal and beverages for himself and his guests.
4. Following a written query from Staff Counsel concerning disclosure of the tickets made by another IWIF employee, Mr. Vogel subsequently reimbursed M&T Bank for the cost of the tickets in the amount of \$96 on February 17, 2009.
5. Mr. Vogel represents that IWIF has previously provided sporting event tickets to its employees at no cost. He further represents that it was his belief that the tickets in this matter had been paid for by IWIF, and that he was unaware that this was not the case.
6. 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.

7. 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.

8. Mr. Vogel 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 the date of the Commission's acceptance of the terms of this Agreement, Ed Vogel and William J. Colquhoun, Staff Counsel, agree as follows:

A. That Mr. Vogel admits that by accepting the tickets to the Orioles game he 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 Mr. Vogel reimbursed M&T Bank the full cost of the tickets to the event in the amount of \$96.

C. That the Commission will issue an official reprimand to Mr. Vogel 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. That Mr. Vogel 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.

F. That Mr. Vogel 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.

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

H. That in the event that the Commission declines to accept the Agreement, both Mr. Vogel 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.



I. That Mr. Vogel 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.

J. Mr. Vogel will continue to cooperate in this and other related matters being reviewed by the Commission.

**IN WITNESS WHEREOF**, Ed Vogel 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

Ed Vogel  
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 ED VOGEL who made oath in due form of law on this day of August 3, 2009 that the matters and facts hereinabove set forth in the Pre-Complaint Disposition Agreement are true to the best of his knowledge, information and belief, and are his voluntary act and that he 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 5<sup>th</sup> day of AUGUST, 2009 in due form of law that he executed this agreement for the purposes therein contained.

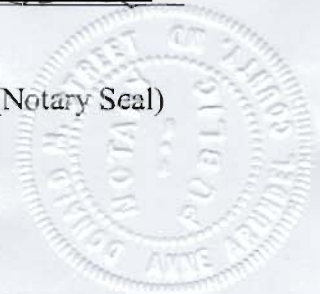
SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Notary Public

My Commission Expires:

DONALD M. STREET  
Notary Public-Maryland  
Anne Arundel County  
My Commission Expires  
November 09, 2010

(Notary Seal)



Accepted by the Commission

SIGNATURE APPEARS ON ORIGINAL AGREEMENT

Robert F. Scholz, Chair  
for the Commission

Date: AUGUST 13, 2009