

## **PRE-COMPLAINT DISPOSITION AGREEMENT**

This Agreement made this 20 day of MAY, 2024, by and between Michael Bibb, former Quality Assurance Inspector, Department of Housing and Community Development, 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. Michael Bibb was, at all times relevant to this matter, employed by the Department of Housing and Community Development ("DHCD"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Mr. Bibb was employed as Quality Assurance Inspector for the Energy, Special Loans, and BeSMART Loan Program for DHCD. According to the website for DHCD, "The BeSMART Home Loan Program provides financing to improve the energy efficiency and comfort of your home."
3. 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).
4. In October 2023, DHCD made a referral to the Commission for potential violations of the Ethics Law by Mr. Bibb for participating in matters in which he, or his qualifying relative, had an interest, and for his undisclosed outside employment. The Commission placed this matter on the docket at its meeting on November 16, 2023, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry. Mr. Bibb departed State service on March 3, 2023.
5. Mr. Bibb conducted activities related to personal matters, which were transmitted through his State-issued email account using his State computer, while on the job. The activities conducted by Mr. Bibb include attending virtual meetings and communications associated with his role as a commissioner for the Town of St. Michaels.

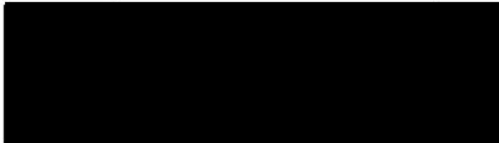
6. Mr. Bibb has been forthright in his cooperation of Staff Counsel's review of this matter.
7. Mr. Bibb is voluntarily entering into this Agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending against him without the issuance of a complaint and a hearing before the Commission.
8. Mr. Bibb has been represented throughout these proceedings by counsel, Harry A. Suissa, Esquire, 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, Michael Bibb and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. Mr. Bibb admits that using State resources to conduct activities unrelated to his State position is a violation of the prohibition against using the prestige of one's office for their private gain or that of another contained in § 5-506(a)(1)(i) of the Ethics Law.
- B. Mr. Bibb 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. Bibb 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 May 23, 2024. 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. Bibb effective the date of the Commission's acceptance of this Agreement.
- D. Mr. Bibb 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. Bibb 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. Bibb, Staff Counsel will recommend that the Commission suspend any further proceedings against Mr. Bibb.
- G. In the event the Commission declines to accept this Agreement, both Mr. Bibb 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. Bibb 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.

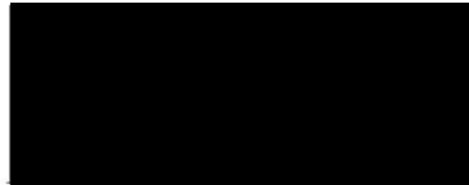
**IN WITNESS WHEREOF**, Michael Bibb and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



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



Michael Bibb



Harry A. Suissa, Esquire  
The Law Offices of Harry A. Suissa  
8720 Georgia Avenue, Suite 1010  
Silver Spring, Maryland 20910

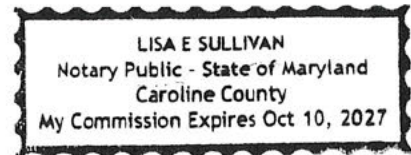
-----  
State of Maryland  
County of Talbot, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Michael Bibb, who made oath in due form of law on this 20 day of MAY, 2024, 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: 10/10/2027

(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 6 day of June, 2024, in due form of law that she executed this Agreement for the purposes therein contained.

[Redacted Signature]  
Notary Public

My Commission Expires: 6/21/26

(Notary Seal)



Accepted by the Commission

[Redacted Signature]  
Craig D. Roswell, Chair  
for the Commission

Date: June 6, 2024