

## **PRE-COMPLAINT DISPOSITION AGREEMENT**

This Agreement made this 19<sup>th</sup> day of December, 2024, by and between Bonnie Browne, Licensed Environmental Health Specialist, former employee of the St. Mary's County Health Department, 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. Bonnie Browne was employed by the St. Mary's County Health Department ("SMCHD"), an executive agency of the State of Maryland, and an employee subject to the conflict of interest provisions of the Ethics Law.
2. Ms. Browne was employed as a Licensed Environmental Health Specialist and licensed on February 2, 2016, for SMCHD, and resigned in 2017.
3. Section 5-504(d) of the Public Ethics Law prohibits a former employee or official from assisting or representing anyone other than the State for compensation in a case, contract or other specific matter involving the State, if that matter is one in which he or she significantly participated as an employee or official.
4. In March 2023, SMCHD made a referral to the Commission regarding two potential violations of the Ethics Law by Ms. Browne for working as an installer in matters in which she substantially participated while in her former State position. The Commission placed this matter on the docket at its meeting on April 4, 2024, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry.
5. Ms. Browne, while in her State position at SMCHD, participated in a series of Single Lot/Subdivision Plat Review Checklists, which are dated April 9, 2014 through October 15, 2015. Ms. Browne also participated in a matter involving a memorandum from May 2013, with the subject, "Percs of Cherryfield Road." The checklists and the memorandum were all initialed, at the time, by Ms. Browne.
6. In July 2022, a Septic Construction Application/Permit that was signed by Ms. Browne was submitted for the same property mentioned above (#5). During the permit review process, the SMCHD used the previous review checklists and tests in which Ms. Browne participated during 2013-2015, while she was serving as a trainee in her State employment. SMCHD approved the permit.

7. The second matter referred to the Commission did not raise any issues under the post-employment restriction provisions of the Ethics Law.
8. Ms. Browne 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.
9. Ms. Browne has been represented throughout these proceedings by counsel, Stephen J. Moss, 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, Bonnie Browne and Katherine P. Thompson, Staff Counsel, agree as follows:

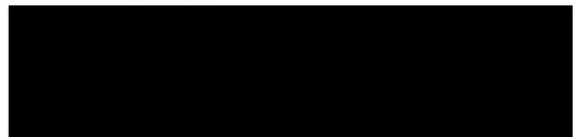
- A. Ms. Browne admits that her assistance, after leaving State employment, to an entity other than the State for compensation on the same specific matter in which she participated as a State employee is a violation of the post-employment restriction provision contained in § 5-504(d) of the Ethics Law.
- B. Ms. Browne 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. Ms. Browne further agrees to pay, in lieu of potential fines, the sum of FIVE HUNDRED and no/100 DOLLARS (\$500.00) 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 December 20, 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 Ms. Browne effective the date of the Commission's acceptance of this Agreement.
- D. Ms. Browne 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. Ms. Browne 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 Ms. Browne, Staff Counsel will recommend that the Commission suspend any further proceedings against Ms. Browne.
- G. In the event the Commission declines to accept this Agreement, both Ms. Browne 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. Browne 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.

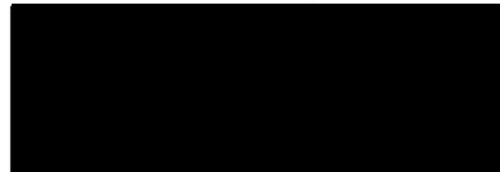
**IN WITNESS WHEREOF**, Bonnie Browne and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



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



Bonnie Browne



Stephen J. Moss, Esquire  
Cumberland & Erly, LLC  
481 Main Street, PO Box 840  
Prince Frederick, Maryland 20678

State of Maryland  
County of St. Mary's, to wit:

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Bonnie Browne, who made oath in due form of law on this 14th day of December, 2024, that the matters and facts hereinabove set forth in this Agreement are true to the best of her knowledge, information and belief, that it is her voluntary act and that she executed this Agreement for the purposes set forth herein

[Redacted Signature]

Notary Public

My Commission Expires: 2/05/2027



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 16 day of January, 2024, in due form of law that she executed this Agreement for the purposes therein contained.

2025 WTP

[Redacted Signature]

Notary Public

My Commission Expires: 6/20/25



Accepted by the Commission

[Redacted Signature]

Craig D. Roswell, Chair  
for the Commission

Date: 1/16, 2025