

In the Matter of
Melinda Strevig
Respondent

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Before the
State Ethics Commission
Complaint No. C-4-23

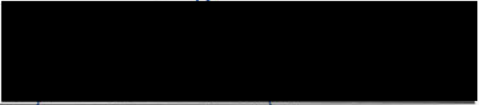
ORDER

Having considered the Stipulation of Settlement Agreement entered into between the Respondent, Melinda Strevig, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission, on February 1, 2024, the State Ethics Commission hereby determines that the matter complained of herein has been settled by the Respondent's execution of the Stipulation of Settlement Agreement, attached hereto and made part hereof.

ORDERED, that the Respondent is reprimanded, and that this Order and the Stipulation of Settlement Agreement are public documents.

STATE ETHICS COMMISSION

Date: February 1, 2024

By: 
Craig D. Roswell, Chair

In the Matter of:

MELINDA STREVIG

Respondent

Before the State Ethics Commission

Complaint No. C-4-23

STIPULATION OF SETTLEMENT AGREEMENT

This Stipulation of Settlement Agreement (hereinafter "Agreement") was made on the 26 day of January, 2024, between Melinda Strevig, Respondent, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission ("Staff Counsel").

STIPULATIONS

1. The State Ethics Commission ("the Commission") is an executive agency of the State of Maryland established for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland, (hereinafter the "Ethics Law")).
2. Melinda Strevig (the "Respondent") was, at all times relevant to this matter, employed by Maryland Environmental Service ("MES") as a Senior Engineer from the fall of 2012 until her resignation on November 29, 2021; and subsequently an employee of an environmental science and engineering firm and vendor of MES.
3. The Respondent worked within MES's Environmental Dredging and Restoration Division. The Respondent's responsibilities included: managing job tasks and facilities on project sites, collaborating with Maryland Port Administration to review design drawings related to third-party dredging, and to ensure interpretations were implemented and executed to specification. The Respondent supervised an Associate Engineer and two senior-level Environmental Scientists.
4. In January 2022, two months after resigning from MES, the Respondent submitted a post-employment inquiry to the Commission for advice concerning the extent to which the post-employment provision of § 5-504(d) of the Ethics Law limits the activities of a former MES employee now providing services through a private consulting business. The Commission provided informal advice on September 15, 2022.
5. In August 2022, MES made a referral to the Commission for potential violations of the Ethics Law by the Respondent alleging in part that, prior to her departure from State service, the Respondent participated in the ongoing management of project activities in which an entity she had negotiated employment with, and had arranged prospective employment with, was significantly involved.
6. The Commission met on June 15, 2023, and authorized the issuance of the

complaint. Staff Counsel was directed to perform a preliminary investigation into the allegations. During Staff Counsel's investigation and review of documents, it was determined that the Respondent participated in matters for MES where an entity that she was negotiating employment with, and had arranged prospective employment with, was a party to the matter. The actions taken by the Respondent involved supervising a subordinate on work involving the entity and reviewing work completed by the entity.

7. In or about October of 2021, the Respondent proactively sought information from the Attorney General's office about the restrictions of the Ethics Law and received general guidance therefrom, but did not contact the Commission for advice at that time and did not adequately recuse herself from matters involving the entity during the time period she was negotiating employment with the entity and after accepting employment with the entity, through her departure from State service at MES.
8. Section 5-501(a)(2)(iii) of the Ethics Law prohibits a State employee from participating in matters involving a business entity where the employee has applied for a position, is negotiating employment, or has arranged prospective employment. Section 5-501 does not require intent, or that any benefit be conferred to an individual or entity. The Commission construes such provisions liberally, as directed by § 5-102(c) of the Ethics Law.
9. The Respondent has been forthright in her cooperation in Staff Counsel's review of this matter.
10. The Respondent 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 a hearing before the Commission.
11. The Respondent has been represented throughout these proceedings by counsel, James L. Ellison II, 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, Melinda Strevig, Respondent, and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. The Respondent stipulates that her participation, while in her State position, in matters where her prospective employer was a party to the matter was in violation of the participation provisions in § 5-501(a)(2)(iii) of the Ethics Law.
- B. The Respondent 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. The Respondent 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 made payable to the "State of Maryland" in care of the Commission on or before January 19, 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 the Respondent for the above admitted violations of the Ethics Law effective the date of the Commission's acceptance of this Agreement.
- D. The Commission will transmit a copy of this Agreement to the Executive Director of MES.
- E. The Respondent 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.
- F. The Respondent further agrees that this Agreement is not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.
- G. Upon execution of this Agreement by the Respondent, Staff Counsel will recommend that the Commission suspend any further proceedings against the Respondent and recommend further that the Commission issue a Final Order consistent with the terms of this Agreement. Should the Respondent fail to comply with the terms of this Agreement, and after written notice to her, the Commission reserves the right to issue a further order regarding this matter or to schedule a hearing in this matter.
- H. In the event that the Commission declines to accept this Agreement, both the Respondent 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. The Respondent and Staff Counsel are entering into this Agreement for the sole purpose of resolving this matter and for no other purpose.

IN WITNESS WHEREOF, Melinda Strevig, Respondent, and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.

[Redacted]
Katherine P. Thompson, Staff Counsel
State Ethics Commission
45 Calvert Street, 3rd Floor
Annapolis, Maryland 21401
(410) 260-7770

[Redacted]
Melinda Strevig

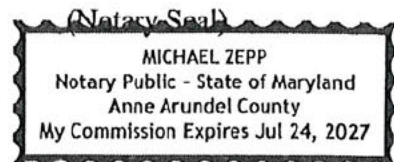
[Redacted]
James L. Ellison II, Esquire
Ellison Sadri, LLC
2086 Generals Highway, Suite 201
Annapolis, Maryland 21401
Attorney for Respondent

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 Melinda Strevig, who made oath in due form of law on this 18th day of January, 2024, that the matters and facts hereinabove set forth in the Stipulation of Settlement Agreement are true to the best of her knowledge, information and belief and it is her voluntary act and that she executed this Agreement for the purposes set forth herein.

[Redacted]
Notary Public

My Commission Expires: 07-24-27



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

[Redacted Signature]

Notary Public

My Commission Expires: 6/20/25

(Notary Seal)



Accepted by the Commission

[Redacted Signature]

Craig D. Roswell, Chair
for the Commission

Date: February 1, 2024