



KELLY MADIGAN  
*Inspector General*

STEVE QUISENBERRY  
*Deputy Inspector General*

## Office of the Inspector General

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March 30, 2022

Stacy L. Rodgers  
County Administrative Officer  
400 Washington Avenue  
Towson, Maryland 21204

Re: OIG Investigative Report No. 22-004

The mission of the Office of the Inspector General (“the Office”) is to provide increased accountability and oversight in the operations of the Baltimore County government (“the County”) by identifying fraud, abuse, and illegal acts, while also striving to find ways to promote efficiency, accountability, and integrity.

In October 2021, the Office received a complaint that a County employee, who is an attorney who has provided legal services on behalf of the County, was operating a private law practice on County time using County resources (“the Employee”). In response to the complaint, the Office initiated an investigation consisting of interviews, an examination of the Employee’s computer files, and a review of the Employee’s email communications.

Based on the interviews and the records reviewed, the Office was able to substantiate that on occasion, the Employee used County resources to prepare, store, and facilitate the transmission of documents and related information pertaining to their private law practice. However, the Office was not able to substantiate that the Employee performed services related to their private law practice on County time.

### I. Relevant Language from the County Personnel Manual

The following subsections from the Electronic Communications Policy (Section 1.10) contained within the County Personnel Manual are applicable to this investigation:

### Section 1.10.3 - County Business Purposes Only

Employees shall only use the electronic communications systems for County business purposes only. Personal use of the County's electronic communications systems, unless pre-approved by the employee's supervisor, is strictly prohibited. Any employee's inappropriate use or misuse of the electronic communications systems for non-business purposes may lead to disciplinary action, up to and including termination. Inappropriate use or misuse includes but is not limited to creation, display, receipt, downloading, or transmission of sexually explicit or discriminatory images, messages or cartoons or any transmission that contains ethnic slurs, racial epithets, harassment or otherwise offensive, defamatory or interruptive communications, unapproved personal use, or any use that violates any federal, state or local law. If any employee received or accesses any inappropriate information or communication, the employee should promptly notify his or her supervisor. If the employee knows the party that transmitted an inappropriate communication, the employee should promptly advise the other party to cease all such inappropriate communication. Unauthorized interception of communications by any unauthorized employee is strictly prohibited and is a violation of this Policy.

### Section 1.10.5 - Use of Unlicensed Software

The County is required to enter into license agreements for all software used on County information technology resources. County departments, agencies and employees shall be familiar with the license agreements for their software and shall not misuse such software... Employees who misuse software in violation of a license agreement or this Policy or who install or use unlicensed software on County information technology resources will be subject to disciplinary action, up to and including dismissal.

## II. Relevant Records

Pursuant to the investigation, the Office conducted a review of the following electronic records pertaining to the Employee: the Employee's private folder contained on the County's network file storage system (i.e. the H drive), the hard drive of the computer utilized by the Employee (i.e. the C drive), and the Employee's email communications. During this review, the Office identified several records associated with the Employee's private law practice, which had either been saved to the Employee's H drive, or were attached to, or incorporated into, email communications sent from the Employee's County email address to their personal email address. The details about these records and the Employee's explanation as to why they were contained on the County's computer system are in the following section of this report.

## III. Interview of Employee

On March 21, 2022, the Office interviewed the Employee in the presence of their attorney and the following relevant information was provided:

The Employee has worked for the County for several years. For the majority of that time, the Employee was designated as an Assistant County Attorney (ACA). In or about 2019 while serving as an ACA, the Employee began providing legal services to a long-time friend who had a property rental business in Baltimore City. Specifically, the legal services related to the acquisition of properties in Baltimore City pursuant to tax sale foreclosures. The Employee recalled having discussed the legal services with their supervisor after the supervisor saw a folder titled "Law Office" on the County's share drive, which contained documents that had been prepared by the Employee. When questioned about the documents in the folder, the Employee told their supervisor that the legal work would be limited to properties in Baltimore City, so it would not conflict with the employee's duties as an ACA for the County. Additionally, the Employee told their supervisor that they would only perform the work during non-working hours and during lunch breaks. According to the Employee, the supervisor told them it was "not ideal," but the Employee could proceed with providing legal services to their friend under the conditions outlined by the Employee.

Between approximately 2019 and 2021, the Employee provided legal services for eight (8) property tax sale cases for their friend. All of the properties were located in Baltimore City. The Employee earned approximately \$5,600 in fees for the work performed on these cases. The Employee estimated that most, if not all, of the time spent on these cases was outside of normal working hours or during the Employee's lunch break. The Employee explained "to the extent the borders between when [their] lunch stopped and started became porous, that was due to [their] general carelessness and not a result of [them] trying to steal from or defraud time from Baltimore County."

As a general practice, the Employee utilized the County computer system and the County multifunction color printer to prepare, store, and transmit documents and related information pertaining to the operations of their private law practice. The Employee used their County email account to transmit these documents and the related information to their personal email account, so they could then distribute the documents and information to their client and to other parties involved with the tax sale cases. At no time did the Employee use their County email account to transact business directly with their client or any other parties involved with the tax sale cases. In addition, the Employee never used County resources to send or receive documents through the County's traditional mail system.

The Employee explained that they used the County computer system and County equipment, as detailed in the preceding paragraph, because they wanted their law firm's work product to look professional. To accomplish this, the Employee needed access to Microsoft Word, which the Employee did not personally own, as well as a multifunction color printer. Attached as **Exhibits 1 to 4** are copies of lien releases prepared by the Employee for their client pertaining to four (4) property tax sale cases between February 25, 2019 and September 17, 2021. The Employee explained that because the first release they drafted was saved to the County's computer system, the subsequent releases required little time and effort to prepare as the Employee simply had to edit certain information on the saved version to match whatever current tax sale case they were working on.

In addition to the tax sale work, the Employee also provided legal services to two County

employees and a member of the Employee's church utilizing County resources. The legal work for these individuals involved the preparation of life estate deeds. Similar to the tax sale work, the Employee used the County computer system and County equipment to create and transmit documents and related information concerning the deed work to the Employee's clients. However, unlike the tax sale work, the Employee provided the deed preparation services for these individuals at no charge. Attached as **Exhibits 5 to 7** are copies of three of the deeds prepared by the Employee.

The Employee was also questioned about an email thread the Office discovered while reviewing the Employee's email communications as part of this investigation. The email thread, which is attached as **Exhibit 8**, includes the Employee forwarding an internal, confidential human resources matter to the Employee's spouse on September 21, 2020 at 9:05 am. The Employee's spouse responded to the email the same date at 9:12 am. When the Employee was asked why they had forwarded such information to their spouse, the Employee explained that they had recently dealt with multiple personnel matters in a short period of time, and they were beginning to question whether this work environment was a good fit for them within the County. The Employee was apologetic about sending the email, admitted that it was not appropriate conduct, and stated that they would never do such a thing again. As mitigation, the Employee was confident that their spouse did not share the information contained in the email with anyone.

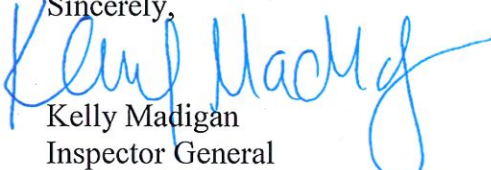
#### IV. Conclusion

Based on the results of the investigation, the Office was able to substantiate that the Employee had occasionally used the County computer system and related equipment to operate their private law practice between approximately 2019 and 2021. While County resources were used, the Office was not able to substantiate that the Employee operated their private law practice on County time. Additionally, the Office identified one occasion in which the Employee shared the details of a sensitive human resource matter with their spouse via the County email system. While this was not the focus of the investigation, the Office could not ignore this action and thought it was appropriate to include it in this report. During the interview, the Employee expressed remorse for all of the conduct detailed in this report and accepted full responsibility for their actions.

As a result of this investigation and prior investigations similar in nature, the Office recommends that the County develop a plan to increase awareness among employees that they have a duty not to misuse County resources, including the computer system and its related elements as detailed in the Electronic Communications Policy.

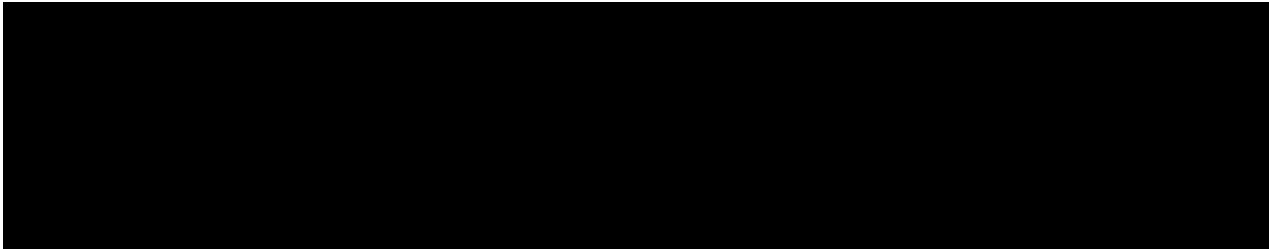
This matter is being referred to you for an official response. Please respond in writing by April 15, 2022, indicating what action has been taken or what action you intend to take regarding this matter. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Kelly Madigan  
Inspector General  
Office of the Inspector General

cc: John A. Olszewski, Jr., County Executive  
Patrick H. Murray, Chief of Staff  
James R. Benjamin, Jr., County Attorney  
Rhoda Benjamin, Director, Office of Human Resources



February 25, 2019

**IMPORTANT NOTICE:**

**THIS RELEASE IS EFFECTIVE UNTIL THE BELOW NOTED EXPIRATION DATE. IF TAXES, INTEREST AND OTHER MUNICIPAL LIENS ARE NOT PAID TO THE APPROPRIATE COUNTY ON OR BEFORE THE EXPIRATION DATE, A NEW RELEASE MUST BE OBTAINED PRIOR TO REDEMPTION**

**EXPIRATION DATE: 03/25/2019**

Director of Finance  
200 Holliday St.  
Room 1 Tax Sale  
Baltimore, MD 21202

**SENT: February 25, 2019**

**VIA: First Class Mail**

**RE: Certificate No:** [REDACTED]  
**Property Address:** [REDACTED]  
**Owner Name:** [REDACTED]

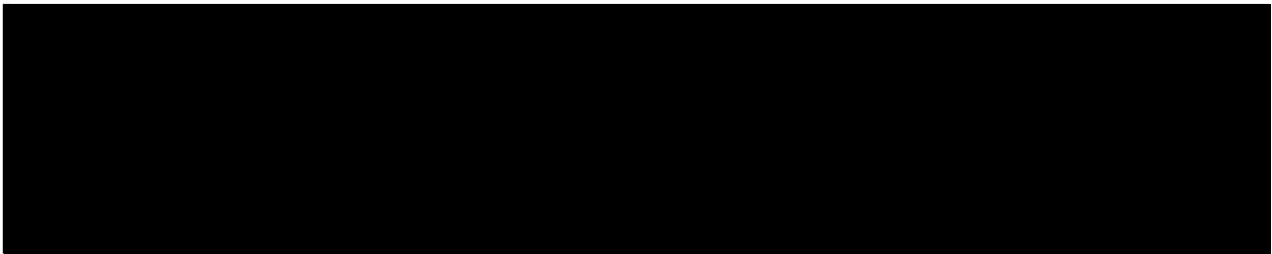
Please be advised that my client, [REDACTED], has received reimbursement for legal fees and expenses in connection with the outstanding Certificate of Tax Sale on the above referenced property. We hereby authorize the Mayor and City Council of Baltimore to accept payment for delinquent taxes, interest and other municipal expenses, including notary fees.

Upon receipt of the payment in full from the Mayor and City Council of Baltimore, for all amounts due in connection with the outstanding Certificate of Tax Sale on the above identified property, said Certificate of Tax Sale hereby is and shall be released by the lienholder.

Best Regards,

[REDACTED]

**Exhibit 1**



November 18, 2020

**IMPORTANT NOTICE:**

**THIS RELEASE IS EFFECTIVE UNTIL THE BELOW NOTED EXPIRATION DATE. IF TAXES, INTEREST AND OTHER MUNICIPAL LIENS ARE NOT PAID TO THE APPROPRIATE COUNTY ON OR BEFORE THE EXPIRATION DATE, A NEW RELEASE MUST BE OBTAINED PRIOR TO REDEMPTION**


**EXPIRATION DATE: 12/15/2020**

Director of Finance  
200 Holliday St.  
Room 1 Tax Sale  
Baltimore, MD 21202

**SENT:** November 18, 2020


**VIA:** 

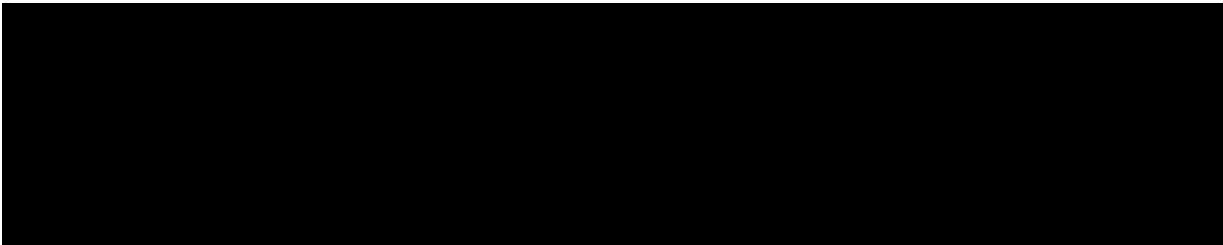
**RE: Certificate No:**   
**Property Address:**  
**Owner Name:**

Please be advised that my client,  has received reimbursement for legal fees and expenses in connection with the outstanding Certificate of Tax Sale on the above referenced property. We hereby authorize the Mayor and City Council of Baltimore to accept payment for delinquent taxes, interest and other municipal expenses, including notary fees.

Upon receipt of the payment in full from the Mayor and City Council of Baltimore, for all amounts due in connection with the outstanding Certificate of Tax Sale on the above identified property, said Certificate of Tax Sale hereby is and shall be released by the lienholder.

Best Regards,





April 22, 2021

**IMPORTANT NOTICE:**

**THIS RELEASE IS EFFECTIVE UNTIL THE BELOW NOTED EXPIRATION DATE. IF TAXES, INTEREST AND OTHER MUNICIPAL LIENS ARE NOT PAID TO THE APPROPRIATE COUNTY ON OR BEFORE THE EXPIRATION DATE, A NEW RELEASE MUST BE OBTAINED PRIOR TO REDEMPTION**

**EXPIRATION DATE: 5/22/2021**

Director of Finance  
200 Holliday St.  
Room 1 Tax Sale  
Baltimore, MD 21202

**SENT: April 22, 2021**

**VIA: Electronic Mail to BaltimoreCityCollections@BaltimoreCity.gov**

**RE:**

**Property Address:**

**Owner Name:**

Please be advised that my client, [REDACTED] has received reimbursement for legal fees and expenses in connection with the outstanding Certificate of Tax Sale on the above referenced property. We hereby authorize the Mayor and City Council of Baltimore to accept payment for delinquent taxes, interest and other municipal expenses, including notary fees.

Upon receipt of the payment in full from the Mayor and City Council of Baltimore, for all amounts due in connection with the outstanding Certificate of Tax Sale on the above identified property, said Certificate of Tax Sale hereby is and shall be released by the lienholder.

Best Regards,

[REDACTED]





September 17, 2021

**IMPORTANT NOTICE:**

**THIS RELEASE IS EFFECTIVE UNTIL THE BELOW NOTED EXPIRATION DATE. IF TAXES, INTEREST AND OTHER MUNICIPAL LIENS ARE NOT PAID TO THE APPROPRIATE COUNTY ON OR BEFORE THE EXPIRATION DATE, A NEW RELEASE MUST BE OBTAINED PRIOR TO REDEMPTION**

**EXPIRATION DATE: 10/17/2021**

Director of Finance  
200 Holliday St.  
Room 1 Tax Sale  
Baltimore, MD 21202

**SENT:** September 17, 2021

**VIA:** Electronic Mail to [BaltimoreCityCollections@BaltimoreCity.gov](mailto:BaltimoreCityCollections@BaltimoreCity.gov)

**RE:**

**Property Address:** [REDACTED]  
**Owner Name:** [REDACTED]

Please be advised that my client, [REDACTED] has received reimbursement for legal fees and expenses in connection with the outstanding Certificate of Tax Sale on the above referenced property. We hereby authorize the Mayor and City Council of Baltimore to accept payment for delinquent taxes, interest and other municipal expenses, including notary fees.

Upon receipt of the payment in full from the Mayor and City Council of Baltimore, for all amounts due in connection with the outstanding Certificate of Tax Sale on the above identified property, said Certificate of Tax Sale hereby is and shall be released by the lienholder.

Best Regards,

[REDACTED]

**No Title Search/No Opinion of Title  
No Title Insurance**

**This Deed**, made this \_\_\_\_\_ of \_\_\_\_\_, 2021, by and between \_\_\_\_\_, parties of the first part, Grantors, and \_\_\_\_\_, party of the second part, Grantee.

**WITNESSETH**, that in consideration of the sum of \_\_\_\_\_ and \_\_\_\_\_ and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, in fee simple, all their rights and title to that property situate in Worcester County, State of Maryland and described as follows:

**ALL** that property situate in the Town of Ocean City in the Tenth Election District of Worcester County Maryland, which is more particularly described as \_\_\_\_\_ in \_\_\_\_\_” a condominium which has been established by \_\_\_\_\_ Condominium Master Deed or Declaration (including by-laws) made by \_\_\_\_\_, A Maryland Limited Partnership, dated March 23, 1981, and recorded among the Land Records of Worcester County, Maryland in Liber \_\_\_\_\_, and By-Laws recorded among the aforesaid Land Records in Liber \_\_\_\_\_ et seq., all as the said unit and condominium are defined in the said Master Deed or Declaration and By-Laws and as shown on those certain plats described in and recorded with said Master Deed or Declaration among the aforesaid Land Records in Plat Book \_\_\_\_\_, and including an undivided percentage interest in the common elements of said condominium and more particularly referred to and specified with respect to the unit in the aforesaid Master Deed or Declaration and as shown on the aforesaid condominium plats.

**REFERENCE** to the aforesaid Deed and the references therein contained is hereby made for a more particular description of the property hereby conveyed.

**BEING** the same property which by deed dated September 25, 2002, and recorded among the Land Records of Worcester County, Maryland in \_\_\_\_\_, was granted and conveyed by \_\_\_\_\_ and the Grantors herein.

\_\_\_\_\_ thus extinguishing the life estate powers retained thereby and vesting title in the parties aforementioned as tenants in common.

\_\_\_\_\_, which was granted the tenancy of a portion of this property by \_\_\_\_\_ in a deed dated November 13, 2017 and recorded among the Land Records of Worcester County, Maryland in Liber \_\_\_\_\_ has made a written disclaimer of interest in this portion of the property, leaving the parties of

the first part and the party of the second part with entire title to the property as tenants in common.

**SUBJECT** to all covenants, conditions, encumbrances and restrictions of record.

**TOGETHER WITH** all improvements thereon and all the rights, ways, privileges and appurtenances thereunto belonging or in any manner appertaining, particularly the rights in common with others in the common elements of the condominium and all other rights and privileges of a condominium unit owner in said condominium, subject to the obligations of such owner.

**TO HAVE AND TO HOLD** the above-described property hereby conveyed , together with the rights, privileges appurtenances and advantages thereto belonging and appertaining unto and to the proper use and benefit of the said party of the second part, her heirs, personal representatives, and assigns, in fee simple.

**AND** the parties of the first part hereby covenant that they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the property hereby granted; and that they will execute such further assurances as may be required.

[SIGNATURES ON FOLLOWING PAGE]

WITNESSETH the hand and seal of the Grantors:

WITNESS:

\_\_\_\_\_ {Seal}  
[Redacted]

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for said County and State, personally appeared [Redacted] known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing deed to be her act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ {Seal}  
[Redacted]

THE STATE OF MISSOURI, COUNTY AND OR CITY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared [Redacted], known formerly as [Redacted], known to me to be the person who executed the within Deed and acknowledged to me that she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public Signature

Print: \_\_\_\_\_

This is to certify that the within instrument was prepared by an attorney or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

[Redacted]

No Title Search/No Opinion of Title  
No Title Insurance

**This Deed**, made this \_\_\_\_\_ of \_\_\_\_\_, 2021, by and between \_\_\_\_\_, known formerly as \_\_\_\_\_, party of the second part, Grantee.

**WITNESSETH**, that in consideration of the sum of \_\_\_\_\_ and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, in fee simple, all their rights and title to that property situate in Worcester County, State of Maryland and described as follows:

**ALL** that property situate in the Town of Ocean City in the Tenth Election District of Worcester County Maryland, which is more particularly described as \_\_\_\_\_ in \_\_\_\_\_ a condominium which has been established by Condominium Master Deed or Declaration (including by-laws) made by \_\_\_\_\_ A Maryland Limited Partnership, dated March 23, 1981, and recorded among the Land Records of Worcester County, Maryland in Liber \_\_\_\_\_ seq., and By-Laws recorded among the aforesaid Land Records in Liber \_\_\_\_\_ et seq., all as the said unit and condominium are defined in the said Master Deed or Declaration and By-Laws and as shown on those certain plats described in and recorded with said Master Deed or Declaration among the aforesaid Land Records in Plat \_\_\_\_\_ and including an undivided percentage interest in the common elements of said condominium and more particularly referred to and specified with respect to the unit in the aforesaid Master Deed or Declaration and as shown on the aforesaid condominium plats.

**REFERENCE** to the aforesaid Deed and the references therein contained is hereby made for a more particular description of the property hereby conveyed.

**BEING** the same property which by deed dated September 25, 2002, and recorded among the Land Records of Worcester County, Maryland in Liber \_\_\_\_\_, was granted and conveyed by \_\_\_\_\_ and the Grantors herein.

\_\_\_\_\_, thus extinguishing the life estate powers retained thereby and vesting title in the parties aforementioned as tenants in common.

\_\_\_\_\_ in a deed dated November 13, 2017 and recorded among the Land Records of Worcester County, Maryland in Liber \_\_\_\_\_ has made a written disclaimer of interest in this portion of the property, leaving the parties of

the first part and the party of the second part with entire title to the property as tenants in common.

**SUBJECT** to all covenants, conditions, encumbrances and restrictions of record.

**TOGETHER WITH** all improvements thereon and all the rights, ways, privileges and appurtenances thereunto belonging or in any manner appertaining, particularly the rights in common with others in the common elements of the condominium and all other rights and privileges of a condominium unit owner in said condominium, subject to the obligations of such owner.

**TO HAVE AND TO HOLD** the above-described property hereby conveyed , together with the rights, privileges appurtenances and advantages thereto belonging and appertaining unto and to the proper use and benefit of the said party of the second part, her heirs, personal representatives, and assigns, in fee simple.

**AND** the parties of the first part hereby covenant that they have not done or suffered to be done any act, matter, or thing whatsoever, to encumber the property hereby conveyed, that they will warrant specially the property hereby granted; and that they will execute such further assurances as may be required.

[SIGNATURES ON FOLLOWING PAGE]

WITNESSETH the hand and seal of the Grantors:

WITNESS:

\_\_\_\_\_ {Seal}  
[Redacted]

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for said County and State, personally appeared [Redacted], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing deed to be her act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_ {Seal}  
[Redacted]

THE STATE OF MISSOURI, COUNTY AND OR CITY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me, a Notary Public in and for said state, personally appeared [Redacted], known formerly as [Redacted], known to me to be the person who executed the within Deed and acknowledged to me that she executed the same for the purposes therein stated.

\_\_\_\_\_  
Notary Public Signature

Print: \_\_\_\_\_

This is to certify that the within instrument was prepared by an attorney or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

[Redacted]

**No Title Search/No Opinion of Title  
No Title Insurance**

**This Deed**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between [REDACTED] (the “Grantor”) and [REDACTED] (the Grantee/Remainderman”).

**WITNESSETH** that in consideration of the sum of Zero Dollars (\$0.00) and other good and valuable consideration, the said Grantor does hereby grant and convey the foregoing lot of land unto the Grantee/Remainderman, in fee simple, reserving unto herself a Life Estate interest in the property for the duration of her natural life and reserving unto herself the rights to sell, refinance or mortgage the property during the term of this life estate without the consent of the Grantee/Remainderman.

SAID CONVEYANCE shall supersede the prior life estate deed dated July 15, 2019 and recorded in the Land Records of Caroline County, Maryland in Liber [REDACTED]

SAID PROPERTY BEING a lot of ground containing 9.23 acres, more or less, situate, lying and being in Caroline County, State of Maryland, and described as follows, that is to say:

[REDACTED]

[REDACTED]

[REDACTED]

TOGETHER WITH the buildings and improvements thereupon erected, made or being, and all and every the rights, alleys, ways, waters, easements, privileges, appurtenances and advantages belonging or appertaining thereto.

AND the Grantor hereby covenants that she has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that she will warrant specially the property hereby granted; and that she will execute such further assurances of the same as may be requisite.

[SIGNATURES ON FOLLOWING PAGE]



WITNESS the hand and seal of the Grantor

\_\_\_\_\_ (SEAL)  
[Redacted]

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the subscriber, a Notary Public in and for said County and State, personally appeared [Redacted], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing deed to be her act, and in my presence signed and sealed the same.

AS WITNESS my hand and Notarial Seal

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

This is to certify that the within instrument was prepared by an attorney or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

[Redacted]

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Re: FW: Incident  
**Date:** Monday, September 21, 2020 9:12:56 AM

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**CAUTION:** This message from [REDACTED] originated from a non Baltimore County Government or non BCPL email system. Hover over any links before clicking and use caution opening attachments.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

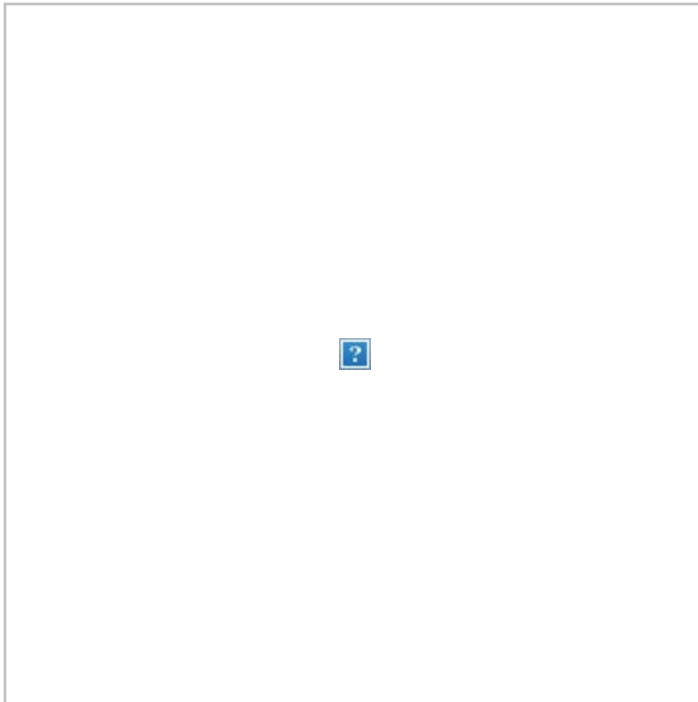
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



**CONNECT WITH BALTIMORE COUNTY**



[www.baltimorecountymd.gov](http://www.baltimorecountymd.gov)



JOHN A. OLSZEWSKI, JR.  
County Executive

STACY L. RODGERS  
County Administrative Officer

April 30, 2022

Ms. Kelly Madigan  
Inspector General  
Office of the Inspector General  
Baltimore County Government  
400 Washington Avenue  
Towson, Maryland 21204

RE: OIG Investigative Report No. 22-004 – Use of  
County Resources Matter

Thank you for sharing report #22-004 *Use of County Resources Matter*. We have carefully reviewed the report findings and your recommendation. In that this is a personnel matter I cannot address specific actions regarding the individual employee.<sup>1</sup> Reflected below are the Administration's response and also proposed actions.

We support your position that there is evidence of inappropriate use of County equipment. It is also clear that additional clarification is needed as to what is appropriate versus inappropriate to ensure that supervisory staff provide clear guidance to their subordinates. Your findings suggest that management and line staff need further training and guidance on this issue.

Additionally, the findings of the report substantiate the need for additional training and guidance on the County's expectations regarding the handling of confidential, internal government documents. The findings of your report provide insight on two key areas that should be addressed more thoroughly in the annual ethics training. Reflected below is a response to your recommendation.

***OIG Recommendation 1: The County develop a plan to increase awareness among employees that they have a duty not to misuse County resources, including the computer system and its related elements as detailed in the Electronic Communications Policy.***

***County's Action:*** *In that we work closely together on ethics and accountability activities we recommend that we jointly review the modules of the annual ethics training and enhance the section regarding use of government equipment.*

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<sup>1</sup> In your report, you state that this individual employee has worked for the County for several years, and for the majority of that time the employee was designated as an Assistant County Attorney (ACA). One reading your report could assume that the employee was a member of the Office of Law. It should be noted that this individual employee, while designated as an ACA, was not a member of the Office of Law and did not report to the County Attorney.

Response to IG External Report 20-002-01  
April 30, 2022

*In that all County employees are required to complete the ethics training annually this would be an appropriate place to emphasize the expectations regarding handling and management of confidential government documents.*

*Additionally, we will review the employee handbook and ensure that the topics are appropriately addressed. If modifications are needed, the Office of Human Resources will incorporate the appropriate language in the employee handbook.*

We are happy to discuss this proposed action with you as part of our ongoing joint ethics and accountability work. Thank you for the opportunity to respond to the report. Please let me know if you have questions or need further information.

Sincerely,



Stacy L. Rodgers, MPA  
County Administrative Officer

cc: John A. Olszewski, Jr. County Executive  
Patrick H. Murray, Chief of Staff  
James R. Benjamin, Jr., County Attorney  
Rhoda Benjamin, Director, Office of Human Resources