

July 24, 2025

Mr. Stuart Bender
Designated Agency Ethics Official
U.S. Department of Agriculture
J.L. Whitten Building
Room 347-W
1400 Independence Avenue, SW
Washington, DC 20250

Dear Mr. Bender:

The purpose of this letter is to describe the steps that I will take to avoid any actual or apparent conflict of interest in the event that I am confirmed for the position of Assistant Secretary for Congressional Relations of the U.S. Department of Agriculture. It is my responsibility to understand and comply with commitments outlined in this agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), I will not participate personally and substantially in any particular matter in which I know that I have a financial interest directly and predictably affected by the matter, or in which I know that a person whose interests are imputed to me has a financial interest directly and predictably affected by the particular matter, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). I understand that the interests of the following persons are imputed to me:

- Any spouse or minor child of mine;
- Any general partner of a partnership in which I am a limited or general partner;
- Any organization in which I serve as an officer, director, trustee, general partner, or employee, even if uncompensated; and
- Any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during my appointment, I will consult with an agency ethics official and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset.

If I have a managed account or otherwise use the services of an investment professional during my appointment, I will ensure that the account manager or investment professional obtains my prior approval on a case-by-case basis for the purchase of any assets other than cash, cash equivalents, investment funds that qualify for the regulatory exemption for diversified mutual funds and unit investment trusts at 5 C.F.R. § 2640.201(a), obligations of the United States, or municipal bonds.

I will receive a live ethics briefing from a member of the ethics office after my confirmation but not later than 15 days after my appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will submit my Certification of Ethics Agreement Compliance which documents my compliance with this ethics agreement.

I will not modify this ethics agreement without your approval and the approval of the U.S. Office of Government Ethics (OGE) pursuant to the ethics agreement requirements contained in the financial disclosure regulation at 5 C.F.R. § 2634.803(a)(4).

SECTION 2 – RELIANCE REAL ESTATE GROUP OF ALAMOGORDO

Upon confirmation, I will resign from my position with the Reliance Real Estate Group of Alamogordo. I currently have three active real estate listings. If any of my three active listings are sold prior to my confirmation, I will be paid a full commission based on the property's established commission fee rate. Upon confirmation, my license will be placed in "In-Active" status, and my active listings will be transferred to the Qualifying Broker. I will be paid a split commission as transactions close. The split commission rate will be fixed upon confirmation and based upon the amount of time I spent on the listing. In addition, I currently have one property that was referred to another broker. Pursuant to my referral fee agreement, I will receive a fixed referral fee upon the sale of this property. I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the Reliance Real Estate Group of Alamogordo to pay these commissions and referral fee to me, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation or until I receive these commissions and referral fee, whichever is later, I also will not participate personally and substantially in any particular matter involving specific parties in which I know the Reliance Real Estate Group of Alamogordo is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d). In addition, I will not participate personally and substantially in any particular matter involving specific parties in which I know a former client of mine is a party or represents a party for a period of one year after I last provided service to that client, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – KOOLER ICE

I am the sole proprietor of my ice and water vending machine company, which does business as Kooler Ice. Upon confirmation, I will transfer my ownership of Kooler Ice to Herrell Properties, Ltd, an entity in which I am a non-managing member with only a passive investment interest. During my appointment, I will not manage this entity or provide any other services to it. Instead, I will receive only passive investment income from it. As Assistant Secretary, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on the financial interests of Herrell Properties, Ltd, or its underlying holdings, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1).

SECTION 4 – PUBLIC POSTING

I have been advised that this ethics agreement and the Certification of Ethics Agreement Compliance will be posted publicly, consistent with the public information law at 5 U.S.C. § 552, on the website of the U.S. Office of Government Ethics with ethics agreements of other presidential nominees who file public financial disclosure reports.

Sincerely,

A handwritten signature in black ink, reading "Stella Yvette Herrell". The signature is written in a cursive, flowing style with a large initial 'S'.

Stella Yvette Herrell