

April 24, 2017

Joseph Maher
Designated Agency Ethics Official
Department of Homeland Security
Washington, D.C. 20528-0485

Dear Mr. Maher:

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 Administrator of the Federal Emergency Management Agency.

As required by 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 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

Upon confirmation, I will resign from my position with Hagerty Consulting, Inc. If Hagerty Consulting, Inc. decides to pay me a bonus for work I performed during 2017, I will not accept the bonus and will forfeit it, unless I receive the bonus before I assume the duties of the position of Administrator. If I receive the bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know Hagerty Consulting, Inc. is a party or represents a party for a period of two years from the date on which I receive the bonus, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c). If I do not receive the bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Hagerty Consulting, Inc., is a party or represents a party for a period of one year from the date of my resignation, 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).

I will have a "covered relationship" under 5 C.F.R. § 2635.502 with the state and municipal entities that were my clients while I was employed at Hagerty Consulting, Inc. See Attachment A. I will have a covered relationship with each entity for a period of one year after I last provided service

to that entity. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written authorization to participate in particular matters involving specific parties in which any of these entities is a party or represents a party.

My spouse is employed by Viewmont Pharmacy in a position for which she receives a fixed annual salary. For as long as my spouse continues to work for Viewmont Pharmacy, I will not participate personally and substantially in any particular matter involving specific parties in which I know Viewmont Pharmacy is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Within 90 days of confirmation, I will divest my interests Merck & Co., Inc., Pfizer Inc., and AbbVie Inc. With regard to each of these entities, 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 the entity until I have divested it, 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 I may be eligible to request a Certificate of Divestiture for qualifying assets and that a Certificate of Divestiture is effective only if obtained prior to divestiture. Regardless of whether I receive a Certificate of Divestiture, I will ensure that all divestitures discussed in this agreement occur within the agreed upon timeframes and that all proceeds are invested in non-conflicting assets.

If I rely on a *de minimis* exemption under 5 C.F.R. § 2640.202 with regard to any of my financial interests in securities, I will monitor the value of those interests. If the aggregate value of interests affected by a particular matter increases and exceeds the *de minimis* threshold, I will not participate personally and substantially in the particular matter that to my knowledge has a direct and predictable effect on the interests, unless I first obtain a written waiver pursuant to 18 U.S.C. § 208(b)(1).

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 exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

I will meet in person with you during the first week of my service in the position of Administrator in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will also document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order no. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I have been advised that this ethics agreement will be posted publicly, consistent with 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, appearing to be 'WBL', with a large, sweeping flourish extending to the right.

William B. Long

ATTACHMENT A

1. Atlanta Urban Area Security Initiative
2. Chatham County Emergency Management Agency
3. Chelsea, MA Public Schools
4. Cook County Department of Homeland Security and Emergency Management
5. Center for Transportation and the Environment
6. City of Fort Worth, TX Office of Emergency Management
7. Georgia Department of Natural Resources
8. Lee County, FL Emergency Management Agency
9. Long Beach, CA Department of Health and Human Services
10. Houston, TX METRO
11. New England Catastrophic Planning Initiative
12. Prince William County, VA Emergency Management Agency
13. Rhode Island Emergency Management Agency
14. San Diego County, CA Emergency Management Agency
15. Santa Barbara County, CA Emergency Management Agency
16. Tarrant County, TX Public Health Department
17. City of Danville, VA City Manager's Office
18. Brantley County, GA County Manager's Office
19. Horry County, SC County Manager's Office
20. NYC Office of Emergency Management
21. Brunswick/Glynn County, GA Water and Sewer Commission
22. Rhode Island Department of Environmental Management