

October 27, 2022

Susan F. Beard
Designated Agency Ethics Official
U.S. Department of Energy
1000 Independence Ave., S.W., Suite 6A-211
Washington, DC 20585

Dear Ms. Beard:

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 Electricity of the U.S. Department of Energy. 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 officer, director, trustee, general partner or employee; 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), or obligations of the United States.

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 understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that I will be bound by it. Among other obligations, I will be required to recuse from particular matters involving specific parties involving my former employer or former clients for a period of two years after I am appointed, with the exception of federal, state and local government.

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

SECTION 2 – ICF INTERNATIONAL INC.

Upon confirmation, I will retire from my position with ICF International, Inc. (ICF). I hold stock and unvested restricted stock units in ICF. I do not hold any stock options. My unvested RSUs will vest in March 2023. If I am still employed by ICF on that vesting date, I will receive ICF stock for the RSUs that vest. However, if I leave employment with ICF before the March 2023 vesting date, all remaining unvested RSUs will be forfeited. Upon my retirement and pursuant to ICF company policy, I will forfeit any restricted stock units that are unvested as of the date of my separation. I will not receive a bonus. I will divest my interests in ICF as soon as practicable but not later than 90 days after my confirmation. 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 ICF 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 have verified that I will be able to carry out the divestitures within the timeframe described above.

Because I will continue to participate in ICF's nonqualified deferred compensation plan, 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 ICF to provide this contractual benefit, 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). In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, until I receive my final payments from ICF, I will not participate personally and substantially in any particular matter involving specific parties in which I know ICF is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 3 – SOUTHERN CALIFORNIA EDISON

I will continue to participate in the following retirement plans of Southern California Edison (SCE): a defined benefit pension plan; a nonqualified deferred compensation plan; and an executive retirement plan. In addition, as a retired executive of SCE, I am entitled to receive life

insurance for the rest of my life, consistent with the company's practice for retired executives. Therefore, 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 SCE to provide these contractual benefits, 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 do not hold equity in the parent company, Edison International. In addition, until I receive my final payments from SCE, I will have a "covered relationship" under the impartiality regulations at 5 C.F.R. § 2635.502 with SCE, its parent company, Edison International, and its subsidiaries. Pursuant to 5 C.F.R. § 2635.502(d), the agency will grant me a written authorization to participate personally and substantially in particular matters involving specific parties in which I know SCE, Edison International, or any other subsidiary of Edison International is a party or represents a party. However, I understand that any authorization will not allow me to:

1. Participate in the evaluation of any application for funding, any decision to award, extend or modify, or tasks and actions to administer or monitor any contract, grant, or other financial agreement or arrangement between the Office of Electricity and SCE, Edison International, or any other subsidiary of Edison International.
2. Participate in any application (including pre-application or concept paper, etc.) in response to a FOA, filed by SCE, Edison International, or any other subsidiary of Edison International or collaborations in which these entities are a party, at any stage in the review process.
3. Participate in the administration of awards to which SCE, Edison International, or any other subsidiary of Edison International is a party, or represents a party, nor will these duties be assigned to anyone that directly reports to me.
4. Participate in particular matters involving specific parties that focuses solely or disproportionately on the SCE, Edison International, or any other subsidiary of Edison International or would have an effect on the financial interests of the SCE, Edison International, or any other subsidiary of Edison International other than as part of the Office of Electricity budgetary process.
5. Participate in any particular matter that to my knowledge has a direct and predictable effect on the ability or willingness of the SCE to provide contractual pension benefits to me.

SECTION 4 – RESIGNATIONS

I previously resigned from my positions with the following entities:

- American Council for an Energy-Efficient Economy
- California Efficiency and Demand Management Council

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation from each of these entities, I will not participate personally and substantially in any

particular matter involving specific parties in which I know that entity is a party or represents a party, unless I am first authorized to participate, pursuant to at 5 C.F.R. § 2635.502(d).

SECTION 5 – TRUSTEE POSITIONS

I will retain my position as a trustee of the Family Revocable Trust. I will not receive any fees for the services that I provide as a trustee during my appointment to the position of Assistant Secretary for Electricity. 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 Family Revocable Trust, 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).

Upon confirmation, I will resign from my position as trustee of the Family Member Revocable Trust #2. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know the Family Member Revocable Trust #2 is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 6 – 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, appearing to read "Gene Rodrigues", followed by a long horizontal flourish line extending to the right.

Gene Rodrigues