

June 23, 2021

Javier Marqués
General Counsel
Advisory Council on Historic Preservation
401 F Street, NW, Suite 308
Washington, DC 20001

Dear Mr. Marqués:

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 Chairman of the Advisory Council on Historic Preservation (ACHP). 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; 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 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 – CORNELL UNIVERSITY

On May 14, 2021, I signed an employment contract to become a professor at Cornell University. I will start this position on July 1, 2021. In the fall of 2021, I will teach one course, consistent with my employment contract with Cornell University. I will continue teaching this course whether I am confirmed before or after the end of the semester. Cornell University will pay me bi-weekly. If I begin my government service prior to the completion of the course, I will accept compensation only for services rendered before I assume the duties of the position of Chairman, and I will promptly repay any portion that covers the period after I have assumed the duties of the position of Chairman. For purposes of Cornell University's leave of absence policy, upon confirmation, I will take an unpaid leave of absence from my position at Cornell University. For purposes of 18 U.S.C. § 208, my leave of absence will begin upon completing the fall 2021 course. 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 Cornell University, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualify for either the exemption for employees on leave from institutions of higher learning allowing participation in certain particular matters of general applicability at 5 C.F.R. § 2640.203(b), or another regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2).

SECTION 3 – UNIVERSITY OF CONNECTICUT SCHOOL OF LAW

Upon confirmation, or effective July 1, 2021, whichever is sooner, I will resign from my position with University of Connecticut School of Law. 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 University of Connecticut is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – VOLADIZO LLC

I am the owner of my consulting business, Voladizo LLC. Upon confirmation, Voladizo LLC will cease engaging in any business, including the representation of clients. During my

appointment to the position of Chairman, it will remain dormant and will not advertise. I will not perform any services for Voladizo LLC, except that I will comply with any requirements involving legal filings, taxes, and fees that are necessary to maintain the LLC while it is in an inactive status. As Chairman, 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 Voladizo LLC. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Chairman, and 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 any of these clients to pay these amounts. In addition, pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, 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 5 – OTHER RESIGNATIONS

I have already resigned from my positions with the following entities: Yale School of Architecture and the University of Pennsylvania Stuart Weitzman School of Design Kleinman Center for Energy Policy. Upon confirmation, I will resign from my positions with the following entities:

- Latinos in Heritage Conservation
- Connecticut Trust for Historic Preservation, Inc. (DBA Preservation Connecticut)
- Connecticut Trust for Historic Preservation Revolving Fund, Inc.
- Regional Plan Association – DesegregateCT

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 6 – BOOK DEALS

Before learning of my consideration for a possible nomination to a position at the Advisory Council on Historic Preservation, I received an advance from W.W. Norton & Company Inc. for a book on zoning law that I have agreed to write. I have also received payments from the American Law Institute for writing part of the 4th Restatement of Property Law. I understand that I may not work on either book or perform any other services for compensation during my appointment to the position of Chairman. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I will not participate personally and substantially in any particular matter involving specific parties in which I know either W.W. Norton & Company Inc. or the American Law Institute is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 7 – CITY OF HARTFORD, CONNECTICUT

My spouse is the Mayor of the City of Hartford, Connecticut, and he receives a fixed annual salary. Additionally, I served as Chair of the City of Hartford Planning & Zoning Commission through July 2020. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after my resignation, or for as long as my spouse continues to work for the City of Hartford, whichever is later, I will not participate personally and substantially in any particular matter involving specific parties in which I know the City of Hartford is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 8 – 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 blue ink, appearing to read 'Sara Bronin', with a stylized, flowing script.

Sara Bronin