

June 10, 2021

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 Under Secretary of Agriculture for Rural Development. 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 – INDEPENDENT CONTRACTOR POSITION

Upon confirmation, I will terminate my contract with Third Way, under which I provide services to Shield PAC. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after the termination of this contract, I will not participate personally and substantially in any particular matter involving specific parties in which I know that Third Way or Shield PAC 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 3 – TEACHING POSITION

If confirmed, I will resign from my position as Adjunct Professor at the University of Mexico School of Law. I am currently teaching one summer course, and I will continue teaching this course whether I am confirmed before or after the course ends. The University is currently scheduled to pay me for teaching this course. If I begin my government service prior to receiving this payment, I will accept compensation only for services rendered before I assume the duties of the position of Under Secretary. If I begin my government service after having received the payment, I will promptly repay any portion that covers the period after I have assumed the duties of the position of Under Secretary.

Until I resign from my position as Adjunct Professor Lecturer in Law, 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 University of New Mexico, 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). Following my resignation, 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 the University of New Mexico is a party or represents a party for a period of one year after my resignation, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – SPOUSE EMPLOYMENT

My spouse is a member of the New Mexico State House of Representatives and receives a per diem for each day the House is in session and those days he attends meetings for interim legislative committees to which he is appointed. In addition, my spouse is employed by the New Mexico Wilderness Alliance, for which he receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as my spouse continues to work for these employers, I will not participate personally and substantially in any particular matter involving specific parties in which I know that either the State of New Mexico or the New Mexico Wilderness Alliance is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – 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,



Xochitl Torres Small