



U.S. Department of Justice

Washington, D.C. 20530

Emory A. Rounds, III
Director
Office of Government Ethics
Suite 500
1201 New York Avenue, NW
Washington, DC 20005-3919

Dear Mr. Rounds:

In accordance with the provisions of Title I of the Ethics in Government Act of 1978 as amended, I am forwarding the financial disclosure report of Mr. Terry J. Burgin. President Biden has nominated Mr. Burgin to serve as the United States Marshal for the Western District of North Carolina. We have conducted a thorough review of the nominee's report and have counseled him on the government ethics rules. The purpose of this letter is to describe the steps that Mr. Burgin will take to avoid any actual or apparent conflict of interest in the event that he is confirmed for the aforementioned position. Mr. Burgin understands that it is his responsibility to understand and comply with commitments outlined in this Ethics Agreement (Agreement). This letter and the attached Nominee Statement constitute Mr. Burgin's Agreement.

SECTION 1 – GENERAL COMMITMENTS

As required by the criminal conflicts of interest law at 18 U.S.C. § 208(a), Mr. Burgin will not participate personally and substantially in any particular matter in which he knows that he has a financial interest directly and predictably affected by the matter, or in which he knows that a person whose interests are imputed to him has a financial interest directly and predictably affected by the particular matter, unless he first obtains a written waiver, pursuant to 18 U.S.C. § 208(b)(1), or qualifies for a regulatory exemption, pursuant to 18 U.S.C. § 208(b)(2). He understands that the interests of the following persons are imputed to him:

- His spouse or any minor child of his;
- Any general partner of a partnership in which he is a limited or general partner;
- Any organization in which he serves as officer, director, trustee, general partner or employee; and
- Any person or organization with which he is negotiating or has an arrangement concerning prospective employment.

In the event that an actual or potential conflict of interest arises during his appointment, Mr. Burgin 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.

In determining whether a particular matter has a direct and predictable effect on his financial interests or on those of any other person whose interests are imputed to him, Mr. Burgin will consult with the United States Marshals Service ethics officials. As stated in the attachment to this Agreement, Mr. Burgin understands and agrees to comply with the conflict of interest laws and regulations, and to follow the procedures set forth in this Agreement.

If Mr. Burgin has a managed account or otherwise uses the services of an investment professional during his appointment, he will ensure that the account manager or investment professional obtains his 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.

Mr. Burgin will receive a live ethics briefing from United States Marshals Service ethics officials in connection with his appointment to the position of United States Marshal for the Western District of North Carolina after his confirmation but not later than 15 days after his appointment pursuant to the ethics program regulation at 5 C.F.R. § 2638.305. Within 90 days of his confirmation, Mr. Burgin will submit his Certification of Ethics Agreement Compliance to United States Marshals Service ethics officials, which documents his compliance with this Agreement.

Mr. Burgin understands that as an appointee he will be required to sign the Ethics Pledge (Exec. Order No. 13989) and that he will be bound by it. Among other obligations, he will be required to recuse from particular matters involving specific parties involving his former employer or former clients for a period of two years after he is appointed, with the exception of states and local governments.

He will not modify this Agreement without my 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 – EMPLOYMENT RELATED INTERESTS AND AUTHORIZATIONS

Upon confirmation, Mr. Burgin will resign from his position with the City of Lincolnton, N.C., Police Department. For a period of one year after his resignation, Mr. Burgin will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with the City of Lincolnton, N.C., Police Department. Pursuant to 5 C.F.R. § 2635.502(d), the agency will grant him a written authorization to participate personally and substantially in particular matters involving specific parties in which Mr. Burgin knows the City of Lincolnton, N.C., Police Department is a party or represents a party.

SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, Mr. Burgin will resign from his positions from the following entities:

- The Lincoln County Coalition Against Child Abuse and Child Advocacy, Inc.
- The South Fork Fire Department, Lincolnton, N.C.

Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after his resignation, he will not participate personally and substantially in any particular matter involving specific parties in which he knows these entities are a party or represent a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 4 – SPOUSE EMPLOYMENT

Mr. Burgin's spouse is employed by the Lincoln County, N.C., School System in a position for which she receives a fixed annual salary. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for as long as his spouse continues to work at Lincoln County School System, Mr. Burgin will not participate personally and substantially in any particular matter involving specific parties in which he knows Lincoln County School System is a party or represents a party, unless he is first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

SECTION 5 – PUBLIC POSTING

Mr. Burgin has been advised that this 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.

Based on the above agreements and counseling, I am satisfied that the enclosed report presents no conflicts of interest under applicable laws and regulations and that you may so certify to the Senate Judiciary Committee.

Sincerely,

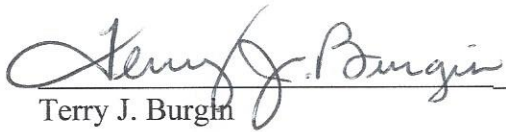
**ARTHUR
R GARY** Digitally signed
by ARTHUR GARY
Date: 2022.09.29
10:31:55 -04'00'

Arthur E. Gary
Deputy Assistant Attorney General for Policy,
Management and Procurement
Alternate Designated Agency Ethics Official

Enclosure

NOMINEE STATEMENT

I have read the Ethics Agreement signed by Arthur E. Gary, Deputy Assistant Attorney General for Policy, Management and Procurement and Alternate Designated Agency Ethics Official on September 29, 2022 and I agree to comply with the commitments outlined in this Agreement. In addition, in the event that an actual or potential conflict of interest arises during my appointment, I will consult with the United States Marshals Service (USMS) ethics officials and take the measures necessary to resolve the conflict, such as recusal from the particular matter or divestiture of an asset. 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). I (including my spouse and dependent children if applicable) also will not repurchase any asset I was required to divest without my consultation with USMS ethics officials and the U.S. Office of Government Ethics. Finally, 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 and former clients for a period of two years after I am appointed, with the exception of Federal, state and local government.



Terry J. Burgh

Date: September 29, 2022