

May 29, 2025

Heather C. Gottry  
Designated Agency Ethics Official  
and Director, Departmental Ethics Office  
U.S. Department of the Interior  
1849 C Street, N.W.  
Washington, DC 20240

Dear Ms. Gottry:

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 – Indian Affairs of the U.S. Department of the Interior. 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, even if uncompensated; 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.

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).

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

## SECTION 2 – PWK GROUP, LLC

Prior to assuming the duties of my position, I plan to complete a sale of my financial interest in PWK Group, LLC, which provides political and public relations consulting services to clients, to Potomac South, LLC thereby terminating my position with PWK Group, LLC. The sale will be completed through a Membership Interest Purchase Agreement, and I will receive full payment of the enterprise value of my financial interest in PWK Group, LLC from Potomac South, LLC prior to assuming the duties of my position. If I sell my interest in PWK Group, LLC, 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 PWK Group, LLC, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

If the sale of my financial interest in PWK Group, LLC to Potomac South, LLC cannot be completed prior to assuming the duties of my position, then PWK Group, LLC will cease engaging in any business, including the representation of clients. During my appointment to the position of Assistant Secretary – Indian Affairs, the PWK Group, LLC will remain dormant and will not advertise. I will not perform any services for the PWK Group, LLC, except that I will comply with any court orders or subpoenas and any requirements involving legal filings, taxes, and fees that are necessary to maintain the firm while it is in an inactive status. As Assistant Secretary – Indian Affairs, 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 PWK Group, LLC. All amounts owed to me by any of my clients will be fixed before I assume the duties of the position of Assistant Secretary – Indian Affairs, 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).

My spouse is currently employed by PWK Group, LLC, in a position for which she receives a salary. Prior to assuming the duties of my position, my spouse will resign from her position with PWK Group, LLC, and will not start serving in a new position with Potomac South, LLC.

## SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, I will resign from my position with the Wayne Halfway House, Inc. 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 Wayne Halfway House, Inc., is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

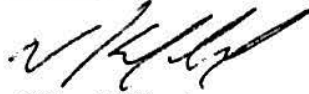
## SECTION 4 – AGENCY SPECIFIC REQUIREMENTS

If I am confirmed as Assistant Secretary – Indian Affairs of the U.S. Department of the Interior, I am aware that I am prohibited by 30 U.S.C. § 1211(f) from holding a financial interest in any surface or underground coal mining operation. Additionally, I am aware that my position is subject to the prohibitions against holding any financial interest in federal lands or resources administered or controlled by the U.S. Department of the Interior extended to me by supplemental regulation, 5 C.F.R. § 3501.103(b). Therefore, I will not hold any such interests during my appointment to the position of Assistant Secretary – Indian Affairs of the U.S. Department of the Interior. Finally, I understand that I, my spouse, and any minor children must also comply with the requirements in 5 C.F.R. § 3501.103(c).

## 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,

A handwritten signature in black ink, appearing to read 'William Kirkland', written in a cursive style.

William Kirkland