



EXECUTIVE OFFICE OF THE PRESIDENT
COUNCIL ON ENVIRONMENTAL QUALITY
WASHINGTON, D.C. 20503

February 22, 2021

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

Dear Mr. Rounds:

The purpose of this letter is to forward the attached amendment to Ms. Mallory's Ethics Agreement dated February 1, 2021. Ms. Mallory explains in her letter dated February 19, 2021, the reasons for the amendment are as follows:

After careful consideration and further consultation with you, senior leadership at CEQ, and the Office of Government Ethics, I have concluded that I will be able to fulfil the responsibilities of CEQ Chair without the limited authorization and limited waiver identified in the original Ethics Agreement. Accordingly, through this letter, I amend my ethics agreement dated February 1, 2021 to remove reference to seeking a limited waiver and a limited authorization.

Therefore, Section 2 of my Ethics Agreement reads as follows:

SECTION 2 – SOUTHERN ENVIRONMENTAL LAW CENTER

Upon confirmation, I will resign from my position with the Southern Environmental Law Center." 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 Southern Environmental Law Center, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

As the Designed Agency Ethics official of the Council on Environmental Quality, I have reviewed the updated information contained in the amendment and, based upon my review of these and the prior commitments made by Ms. Mallory in her previously transmitted Ethics Agreement, I continue to believe that Ms. Mallory is in compliance with applicable laws and regulations governing conflicts of interest.

Sincerely,

AMY COYLE
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COYLE
Date: 2021.02.22 09:29:32
-05'00'

Amy B. Coyle
Deputy General Counsel
Designated Agency Ethics Official

February 19, 2021

Amy Coyle
Deputy General Counsel and Designated Agency Ethics Official
Council on Environmental Quality
Washington, D.C. 20503

Re: Amendment to Ethics Agreement Dated February 1, 2021

Dear Ms. Coyle:

I am writing to amend the Ethics Agreement that I signed on February 1, 2021, which describes 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 Member (upon which the President will designate me as Chair) of the Council on Environmental Quality.

Section 2 of my original Ethics Agreement provided:

Upon confirmation, I will resign from my position with the Southern Environmental Law Center. For a period of one year after my resignation, I will have a "covered relationship" under the impartiality regulation at 5 C.F.R. § 2635.502 with the Southern Environmental Law Center. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written limited authorization to participate personally and substantially in particular matters involving specific parties in which I know the Southern Environmental Law Center is a party or represents a party. I also will seek a limited waiver of the provisions of paragraph 2 of the Ethics Pledge under Executive Order 13989 with regard to the Southern Environmental Law Center. However, I understand that any authorization or waiver will not allow me to participate personally and substantially in: (1) any particular matter involving specific parties in which I previously participated as an employee with Southern Environmental Law Center; (2) any contracting matters related to the Southern Environmental Law Center; or (3) any decisions regarding fees or payments in any litigation involving the Southern Environmental Law Center.

After careful consideration and further consultation with you, senior leadership at CEQ, and the Office of Government Ethics, I have concluded that I will be able to fulfill the responsibilities of CEQ Chair without the limited authorization and limited waiver identified in the original Ethics Agreement. Accordingly, through this letter, I amend my ethics agreement dated February 1, 2021 to remove reference to seeking a limited waiver and a limited authorization.

Therefore, Section 2 of my Ethics Agreement reads as follows:

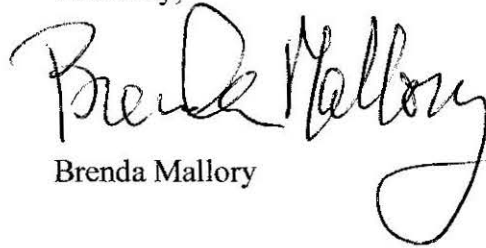
SECTION 2 – SOUTHERN ENVIRONMENTAL LAW CENTER

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

I have been advised that this amendment to my ethics agreement will be posted publicly, consistent with 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 "Brenda Mallory". The signature is fluid and cursive, with the first name "Brenda" and last name "Mallory" clearly distinguishable. The signature is positioned above the printed name "Brenda Mallory".

Brenda Mallory

February 1, 2021

Amy Coyle
Designated Agency Ethics Official
Council on Environmental Quality
730 Jackson Place, N.W.
Washington, DC 20503

Dear Amy:

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 Member (upon which the President will designate me as Chair) of the Council on Environmental Quality. 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 (Executive Order 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 states and local governments.

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 – SOUTHERN ENVIRONMENTAL LAW CENTER

Upon confirmation, I will resign from my position with the Southern Environmental Law Center. For a period of one year after my resignation, I will have a “covered relationship” under the impartiality regulation at 5 C.F.R. § 2635.502 with the Southern Environmental Law Center. Pursuant to 5 C.F.R. § 2635.502(d), I will seek written limited authorization to participate personally and substantially in particular matters involving specific parties in which I know the Southern Environmental Law Center is a party or represents a party. I also will seek a limited waiver of the provisions of paragraph 2 of the Ethics Pledge under Executive Order 13989 with regard to the Southern Environmental Law Center. However, I understand that any authorization or waiver will not allow me to participate personally and substantially in: (1) any particular matter involving specific parties in which I previously participated as an employee with Southern Environmental Law Center; (2) any contracting matters related to the Southern Environmental Law Center; or (3) any decisions regarding fees or payments in any litigation involving the Southern Environmental Law Center.

SECTION 3 – OTHER RESIGNATIONS

Upon confirmation, I will resign from the positions listed below:

- Environmental Law Institute, Director
- Center for Climate and Energy Solutions, Director
- American College of Environmental Lawyers, Membership Committee Chair

In addition, I previously resigned my position with the Resources Legacy Fund and concluded my work with the PT Fund, Inc. Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, for a period of one year after I ceased providing services to 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).

Upon confirmation, I will resign from my position with the Sabin Center for Climate Change Law at Columbia University. 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 Columbia University is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my position with the following entities:

- Women in Conservation Leadership Advisory Council
- Environmental Policy Innovation Center Advisory Board
- New York Law School Institute of Policy Integrity Advisory Board
- American Bar Association, Section of Environment, Energy, and Resources, Diversity, Equity, and Inclusion Task Force
- Environmental Defense Fund, Litigation Advocacy Committee

SECTION 4 – DIVESTITURES

As soon as practicable but not later than 90 days after my confirmation, I will divest my interests in the Vanguard Utilities Index Fund ETF. Until I have completed this divestiture, 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 any holding of the Vanguard Utilities Index Fund ETF that is invested in the utilities sector, 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.

I (including my spouse and dependent children, if applicable) will not repurchase any asset I was required to divest without consulting with my agency ethics official and the U.S. Office of Government Ethics.

SECTION 5 – SPOUSE EMPLOYMENT

My spouse works as a consultant. For as long as my spouse continues to provide these services, I will not participate personally and substantially in any particular matter that to my knowledge has a direct and predictable effect on my spouse's compensation or contracts, unless I first obtain a written waiver, pursuant 18 U.S.C § 208(b)(1). Pursuant to the impartiality regulation at 5 C.F.R. § 2635.502, I also will not participate personally and substantially in any particular matter involving specific parties in which I know a client of my spouse 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,

Brenda Mallory