

March 15, 2019

Joseph B. Maher
Designated Agency Ethics Official
Department of Homeland Security
Washington, D.C. 20528-0485

Dear Mr. Maher:

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 Chief Financial Officer, U.S. Department of Homeland Security.

As required by 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 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 officer, director, trustee, general partner or employee; and any person or organization with which I am negotiating or have an arrangement concerning prospective employment.

I have an ownership interest in Global Conductor, Inc. and its subsidiary Global Conductor Construction Company. Upon confirmation, I will resign from my positions with these entities. I will direct both entities to remove any references to my affiliation with the organization in any advertising or promotional material, publications, including invoicing forms, firm letterhead, and client documentation, or on any public-facing website. During my appointment as Chief Financial Officer, I will retain a passive equity investment in both entities; however, I will not provide any services material to the production of income to either entity or to any client of either entity. Additionally, management of both entities will be transferred to an officer or corporate director. I will also transfer or suspend any voting rights and I will not have any right to control, direct, or supervise the operations of these entities or any person employed by these entities or acting on their behalf, for the duration of my appointment. I also 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 these entities, unless I first obtain a written waiver, pursuant to 18 U.S.C. § 208(b)(1). Finally, 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).

If Global Conductor, Inc. decides to pay me a bonus for work I performed during 2019, I will not accept the bonus and will forfeit it, unless I receive the bonus before I assume the duties of the position of Chief Financial Officer. If I receive the bonus, I will not participate personally and substantially in any particular matter involving specific parties in which I know Global

Conductor, Inc. is a party or represents a party for a period of two years from the date on which I receive the bonus, unless I first receive a written waiver pursuant to 5 C.F.R. § 2635.503(c).

My term as Mayor for the City of Los Alamitos, California expired on December 10, 2018. I will not participate personally and substantially in any particular matter involving specific parties in which I know the City of Los Alamitos, California is a party or represents a party for a period of one year from the date of my resignation, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

Upon confirmation, I will resign from my positions with the Casa Youth Shelter, Los Alamitos Medical Center (Tenet Healthcare), and the St. Isidore Historical Plaza. Following my resignation, I will not participate personally and substantially in any particular matter involving specific parties in which I know these entities are a party or represent a party for a period of one year from the date of my resignation, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

I will retain my position as a trustee of the Edgar Family Trust and my revocable Family Trust. I will not receive any fees for the services that I provide as a trustee for either trust during my appointment to the position of Chief Financial Officer. 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 Edgar Family Trust, or my revocable Family Trust, 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).

My spouse is employed by Garden Grove Unified School District, in a position for which she receives a fixed annual salary. For as long as my spouse continues to work for Garden Grove Unified School District, I will not participate personally and substantially in any particular matter involving specific parties in which I know Garden Grove Unified School District, is a party or represents a party, unless I am first authorized to participate, pursuant to 5 C.F.R. § 2635.502(d).

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 exemption at 5 C.F.R. § 2640.201(a), or obligations of the United States.

I will meet in person with you during the first week of my service in the position of Chief Financial Officer in order to complete the initial ethics briefing required under 5 C.F.R. § 2638.305. Within 90 days of my confirmation, I will document my compliance with this ethics agreement by notifying you in writing when I have completed the steps described in this ethics agreement.

I understand that as an appointee I will be required to sign the Ethics Pledge (Exec. Order No. 13770) and that I will be bound by the requirements and restrictions therein in addition to the commitments I have made in this ethics agreement.

I have been advised that this 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,

 3/15/19

Troy D. Edgar