

**DETERMINATION AND FINDINGS  
FOR AN  
EMERGENCY PROCUREMENT**

**CONTRACT NO:** PO \_\_\_\_\_  
**CAPTION:** Legal Consulting Services for the Ad Hoc Committee of  
the Council of the District of Columbia  
**PROPOSED CONTRACTOR:** Latham & Watkins LLP  
**PROGRAM AGENCY:** Council of the District of Columbia

**FINDINGS**

**1. AUTHORIZATION:**

D.C. Official Code § 2-354.05, 27 DCMR 1307 and 1702.

**2. DETERMINATION OF EMERGENCY:**

Emergency procurement procedures will be used for this procurement. The September 6, 2024, federal indictment against Councilmember Trayon White threatens to undermine the public’s respect, trust and belief in the Council as a branch of government. It is imperative that the Council act swiftly to conduct a thorough and independent investigation of the allegations against Councilmember White. Time is of the essence to minimize further disruptions to Council business and to restore the public’s confidence in their elected officials. There is an immediate need for the services of outside counsel to assist in the process of a thorough investigation and timely report of recommendations. Normal procurement methods cannot meet these needs and would further undermine the disruptions to the functions of the Council.

**3. MINIMUM NEED AND REQUIREMENTS:**

On August 23, 2024, pursuant to Council Rule 651, Chairman Mendelson established an Ad Hoc Committee of the Council to investigate Councilmember Trayon White who was arrested on a criminal complaint of bribery on August 18, 2024. Specifically, as outlined in the Chairman’s memo, the Ad Hoc Committee was established “for the purposes of considering the above allegations (bribery and residency) and making recommendations to the Council for further action.” The Ad Hoc Committee is required to complete its investigation and submit to the Council a report of findings within 90 days, or by December 16, 2024. The Ad Hoc Committee is authorized to engage outside counsel for these purposes.

The Ad Hoc Committee requires the assistance of outside counsel to investigate the matters outlined herein. The Council appointed Latham & Watkins (the “Law Firm”) to assist the Ad Hoc Committee in its investigation. The appointment and the scope of the investigation, as defined by Resolution 25-634, approved by the Council on September 17, 2024, requires a review of whether Councilmember White violated the law by residing in a ward other than Ward 8 or violated the Code of Conduct, as that term is defined in section 101(7) of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, effective April 27, 2012 (D.C. Law 19-124; D.C. Official Code § 1-1161.01(7)), or Council Rules, including those provisions of the Code of Conduct or the Council Rules that relate to conflicts of interest, taking any action that adversely affects the confidence of the public in the integrity of the District government, outside activities, use of government

resources, or acting solely in the public interest. The Law Firm’s review will involve the collection and review of relevant documents, as well as conducting substantive interviews with individuals who may have information related to the allegations, which may require issuing subpoenas and taking depositions. Upon completion of the investigation, the Law Firm will assist the Ad Hoc Committee in filing its report.

**4. ESTIMATED REASONABLE PRICE: NTE \$400,000.00**

The estimated fair and reasonable price to provide the required services is not to exceed (NTE) \$400,000.00. The delivery period of performance is from September 26, 2024, for no more than 90 days.

- a. Due to the accelerated timeline, the firm will dedicate the necessary resources from partners and associate attorneys to complete the investigation and report within 90 days. Additionally, the firm will be available to provide information in public or closed meetings as directed by the Ad Hoc Committee.
- b. The estimated price has been determined fair and reasonable based on market research for similar services.

**5. FACTS WHICH JUSTIFY AN EMERGENCY PROCUREMENT:**


The Law Firm selected was based on the following considerations:

The Ad Hoc Committee Chairperson and staff interviewed eight law firms to review the qualifications and capabilities of potential counsel and received formal proposals from three law firms. After an extensive review of the proposals and qualifications, the Ad Hoc Committee in consultation with the Secretary of the Council, selected Latham & Watkins LLP. The firm brings a team composed of former senior officials in the Department of Justice (DOJ), White House Counsel’s Office and U.S. Attorney’s Office for the District of Columbia (USAO). The three assigned partners have handled hundreds of investigations as government and private practice attorneys, including several involving allegations of code of conduct violations. Their extensive experience with government and internal investigations makes them well qualified to provide the Ad Hoc Committee with investigative support and the subsequent report. Additionally, their relationships in the DOJ and USAO will assist the Ad Hoc Committee as some of the allegations to be investigated will require coordination with those agencies.

**6. CERTIFICATION BY AGENCY HEAD:**

I hereby certify that the above findings are true, correct and complete.

09/26/2024  
\_\_\_\_\_  
Date

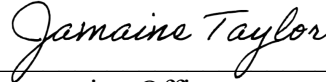
  
\_\_\_\_\_  
Secretary, Council of the District of Columbia

7. **CERTIFICATION BY CONTRACTING OFFICER:**

I have reviewed the above findings and certify that they are sufficient to justify the use of the emergency method of procurement under the cited authority. I recommend that the Chief Procurement Officer approve the use of the emergency procurement method for this proposed contract.

9/26/2024

Date



Contracting Officer

**DETERMINATION**

Based on the above findings and in accordance with the cited authority, I hereby determine that it is not feasible or practical to invoke the competitive solicitation process under either Section 402 or 403 of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Law 18-371; D.C. Official Code § 2-354.02 or 2-354.03). Accordingly, I determine that the District is justified in using the emergency method of procurement.

09/26/2024

Date



Secretary, Council of the District of Columbia

Danielle Conley  
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www.lw.com

## LATHAM & WATKINS LLP

September 24, 2024

Ad Hoc Committee  
Council of the District of Columbia  
1350 Pennsylvania Ave, NW  
Washington, D.C. 20004  
Attn: Kenyan McDuffie, Councilmember

FIRM / AFFILIATE OFFICES

Austin	Milan
Beijing	Munich
Boston	New York
Brussels	Orange County
Century City	Paris
Chicago	Riyadh
Dubai	San Diego
Düsseldorf	San Francisco
Frankfurt	Seoul
Hamburg	Silicon Valley
Hong Kong	Singapore
Houston	Tel Aviv
London	Tokyo
Los Angeles	Washington, D.C.
Madrid	

Re: Engagement Letter

Dear Councilmember McDuffie:

As Chair of the Ad Hoc Committee established pursuant to Council Rule 651, we are pleased to write to you to welcome the Ad Hoc Committee of the Council of the District of Columbia (“Ad Hoc Committee”) as a client of Latham & Watkins LLP (hereinafter referred to as “Latham” or the “Firm”). This letter will confirm our discussions regarding your engagement of our firm.

### **I. LEGAL SERVICES.**

You have asked us to represent you in connection with an internal investigation of the conduct of D.C. Councilmember Trayon White. Specifically, this engagement will include a review of whether Councilmember White violated the law by residing in a ward other than Ward 8 or violated the Code of Conduct, as that term is defined in section 101(7) of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, effective April 27, 2012 (D.C. Law 19-124; D.C. Official Code § 1-1161.01(7)), or Council Rules, including those provisions of the Code of Conduct or the Council Rules that relate to conflicts of interest, taking any action that adversely affects the confidence of the public in the integrity of the District government, outside activities, use of government resources, or acting solely in the public interest (“this matter”). Our review will involve the collection and review of relevant documents as well as conducting substantive interviews with individuals who may have information related to the allegations, which may require issuing subpoenas and taking depositions, as authorized by the Council on September 17, 2024, in Resolution 25-634.

If we agree to provide additional services beyond those described above, our work will be governed by this letter unless superseded by another written agreement. Our representation is limited to the specific services that we agree to undertake.

## **II. IDENTITY OF THE CLIENT.**

Our client in this matter will be solely the Ad Hoc Committee, established by Council of the District of Columbia Chairman Phil Mendelson on August 23, 2024. The primary client contact for this matter will be Councilmember McDuffie. Latham & Watkins LLP will not, by virtue of this engagement alone, be deemed to have an attorney-client relationship with any other political or governmental body of the Council of the District of Columbia or any entity in which the Council of the District of Columbia invests, or any of its partners, officials, employees, agencies, directors, venturers or other affiliates or constituents solely on account of Latham & Watkins LLP's representation of the Ad Hoc Committee. This means that we may act adverse to such entities to the same extent as would be permissible if we were not engaged to represent the Ad Hoc Committee. We are distinguishing between the entities and persons who are and are not our clients so that it is clearly understood to whom our various duties as attorneys are owed. If we subsequently agree to represent any additional clients after performing a conflicts check, the terms in this engagement letter (including, but not limited to terms governing conflicts of interest and arbitration of disputes) will apply to that representation unless we enter into a separate written agreement with such additional clients.

Because of the extraterritorial reach of Anti-Money Laundering laws in certain jurisdictions where Latham practices, we may need to collect identity-verification documentation. We will seek to collect any required documentation from publicly-available sources, but may request documentation directly from you.

We provide information to clients and others about our experience in particular areas. In this context it is helpful to be able to identify particular clients and matters. Of course, we would not publicize your matters in a manner that could harm your interests, and even where a matter is publicly known, we would not publicize it if you ask us not to do so. Otherwise, however, you consent now to our using in our marketing materials (such as pitches, website biographies, representative client lists, league tables, etc.) your name and logo in describing publicly known and non-sensitive matters we have handled for you.

## **III. ROLES OF ATTORNEY AND CLIENT.**

Our responsibilities under this agreement are to provide legal services, and to provide statements to you that clearly state the basis for our fees and charges.

We will not disclose any confidential information of yours to any other client, even where that information might have some bearing on their interests. Likewise, we will not disclose the confidences of any other client to you, even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

You agree to keep us informed of developments related to this representation and to pay our statements in a timely manner.

Latham will also check for conflicts of interest on an ongoing basis to ensure we are meeting our ethical obligations. The existence of a conflict depends on the parties involved in a

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specific matter, and therefore our engagement is contingent upon a formal clearing of conflicts after all interested parties are identified to us. Latham is able to search for conflicts via the firm's conflicts database each time a new party becomes involved, or a new matter begins. To allow us to conduct a conflicts check, you represent that you have identified or will identify to us all persons and entities that are or may become involved in the matters we handle for you, whether affiliated with you or not. We are relying on you to provide us with the names that are potentially relevant to this matter and any future matter in which we are engaged. We cannot identify conflicts in relation to individuals or entities whose names we have not searched.

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be construed as promises or guarantees.

Please also be aware that Latham & Watkins LLP has internal ethics and professional responsibility counsel, who advise Latham attorneys regarding their ethical, professional and legal duties. From time to time, the attorneys working on your matter may consult these lawyers at no cost to you. You acknowledge that any such consultation is protected by Latham's own attorney-client privilege, not subject to discovery, and is property of the firm and is not part of the Client File as defined in Section 4 of this letter.

Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or tax authorities to inspect client information and take copies of documents. In addition, in specific circumstances, these laws compel us to report information to the authorities even in the absence of a request. It is possible that, at any time, we may be requested by these authorities to provide them with access to documents held by our firm, or to attend interviews with them in connection with the work we have done for you. In the unlikely event that such a situation arises, we shall comply with the request only to the extent that we believe we are bound by law to do so and, insofar as it is practicable, shall notify you of the request or the sharing of information before disclosure, and if advance notice is not practicable, shall notify you of the request or sharing of information as soon as possible after disclosure is made, to the extent permitted by law. As part of our service to you, we will do our best to protect your interests in those circumstances. We reserve the right to disclose any information to our professional indemnity insurers, advisers or bankers in connection with the operation of our client account.

**IV. CLIENT FILES AND RETENTION.**

In the course of your representation, we shall maintain a file in which we may store correspondence, agreements, governmental filings, prospectuses, disclosures, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to your representation ("Client File"), which shall be and remain your property. Our internal communications, preliminary drafts, notes, and mental impressions ("Latham Materials") shall be and remain our property and shall not be considered part of your Client File. Upon completion of a specific project, your original Client File for that project shall be available to you. We will be entitled to make copies if we choose, and such copies shall be and remain our

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property. You also agree at the conclusion of the project (whether or not you take possession of the Client File) to take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File and we shall have no further responsibility with regard to such documents.

If you do not take possession of the Client File at the conclusion of the project, we will store such file for you for at least seven years. If you do not take possession of the Client File by the conclusion of the seven-year period, you relinquish ownership of it and agree that it shall become our sole property and we may dispose of it. In addition, in the event we are holding files of yours for other matters, you agree that after a seven-year period they shall become our sole property and we may dispose of them. You agree that we may enact and implement reasonable retention policies for Latham Materials and that we also have discretion to destroy such materials.

We will retain copyright and knowhow in all documents we draft during the course of our work for you, but we grant you a royalty free license to use the documents for your purposes.

**V. CONFLICTS OF INTEREST.**

While we are representing you in this matter, we will have no other role in this matter for another party without your consent. As with any other client and any other matter, you will have our complete loyalty with respect to this matter.

Prospective Waiver of Conflicts for Unrelated Matters

Latham & Watkins LLP is an international law firm with numerous attorneys and offices in many countries, serving clients in many different areas of law and industries, who may now or in the future operate in the same lines of business as you. It is possible that during the time we are representing you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to accept matters for all of our clients. We would only rely on this prospective waiver for matters where we are confident that we have not obtained any confidential information that would give our other client an advantage in the adverse matter.

By entering into this agreement, you consent in advance to our acceptance of matters adverse to the Ad Hoc Committee (whether such matters are currently pending or arise in the future), provided the matters are not substantially related to this matter, including the following types of matters:

- Litigation, arbitration, mediation, or any other form of dispute resolution or other controversy matters;
- Transactional matters; and

- Any bankruptcy, regulatory, administrative, legislative or rulemaking proceeding that does not involve litigation directly adverse to the Ad Hoc Committee.

By entering into this agreement, you consent in advance to such adverse representations. Thus, for example, you agree that we would be able to take on a new representation of a current or future client in a lawsuit in which the Ad Hoc Committee is an adverse party at the same time that we are representing the Ad Hoc Committee, provided the adverse matter is not substantially related to any matters we are handling or have handled for you. This prospective waiver includes the assertion of any cross-claims or counter-claims adverse to the Ad Hoc Committee. Under the terms of this prospective waiver, we would also be able to represent a current or future client in a transactional matter across the table from the Ad Hoc Committee at the same time that we are representing the Ad Hoc Committee, provided the adverse matter is not substantially related to any matters we are handling or have handled for you.

When taking on a matter adverse to the Ad Hoc Committee, we agree to establish an ethics wall in accordance with our standard firm procedures, whereby those timekeepers representing the Ad Hoc Committee may not concurrently work on the adverse matter, and those timekeepers working on the adverse matter will be denied access to the relevant Ad Hoc Committee files in our document management system.

#### Waiver for Trees in M&A & Related Matters

In the event that, in the future, we represent you in a transactional matter, you agree that, in a matter where you are, or may be, competing with one or more other bidders or financiers in an M&A matter or related financing, to allow our firm, with separate teams (commonly referred to as "trees") that do not share information about the related matters (except as may be agreed in respect of any particular subject such as shared regulatory, tax, and antitrust diligence) to represent other competing bidders and financing sources for other bidders. We will not accept an engagement from another client in the situations described above unless we believe that our representation of that other client will not have an adverse effect on the exercise of our independent professional judgment on your behalf in this matter.

#### Waiver for Unrelated Representation of Counterparties

By entering into this agreement you agree that we may maintain a separate attorney-client relationship, in other matters, with persons or entities who are adverse to you in matters we handle for you (including adversaries in the matters described in this letter), so long as the matters are not substantially related and we may continue any such attorney-client relationships in which we are currently engaged.

You should feel completely free to consult other counsel concerning the contents of this Section 5 and we encourage you to do so. By signing this letter, you acknowledge that you have had an opportunity to consult with other counsel if you so desire, and provide your informed consent to the adverse representations described above.

#### **VI. RATES, FEES AND CHARGES.**



**LATHAM & WATKINS** LLP

Our fees are based primarily on the amount of time spent by our lawyers, paralegals and other professionals on your behalf. Each lawyer, paralegal and other professional assigned to this matter will have individual hourly billing rates, and the applicable rate multiplied by the number of hours spent, measured in tenths of an hour, will be the initial basis for determining our fee.

[REDACTED]

[REDACTED] with fees not to exceed \$400,000 (the "fee cap"). This fee cap is based on discussions regarding the scope of this engagement and includes the legal services described in Section I of this letter. Should the scope of the engagement materially change in the course of this matter, we will notify the Ad Hoc Committee of the need to modify the fee cap.

[REDACTED]

In addition to fees, you agree to pay for disbursements and other charges. These will include such items as photocopying and scanning documents (black and white \$0.15 per page; color \$0.75 per page); at-cost expense for large-volume print jobs over 100 pages when formatted in Word or Adobe Acrobat applications; long-distance and roaming mobile phone charges; use of fee-based research databases (90% of the third-party vendor rate or 1.25 times our volume-discounted cost depending on vendor); couriers and air freight (1.10 times our volume-discounted cost); messengers (at third-party vendor rate); client-specific work by staff; staff overtime and meals (as defined by federal or local law); transportation (where dictated by safety reasons, and which may include a transaction fee); word processing; postage, at cost; supplies (for large volume only); and other reasonable costs and expenses. For disbursements over \$1,500, we may ask that billings be sent directly to you or that advances be provided.

In the event we are compelled to testify or respond to a subpoena or other legal process in relation to a matter we have handled for you, you agree that we are entitled to be reimbursed for our time in doing so at our then-current rate, and for our expenses reasonably incurred, even if our attorney-client relationship with you is terminated at that time; provided, that such reimbursement shall be subject to the fee cap.

We intend to provide statements to you on a monthly basis. They will show our time logged in tenth-of-an-hour increments and will separate fees from disbursements and other charges. Payment of our statements is due promptly upon receipt. Our rates are based on our receiving payment within thirty (30) days.

We may choose to terminate our relationship with you, subject to any applicable ethics rules, in the event that our fees are not paid in accordance with the terms of this engagement letter or other agreement.

**LATHAM & WATKINS<sup>LLP</sup>**

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times. Following any such revision, our new rates and charges will be applied to your account, and this letter constitutes written notice to you of our right to make such revisions.

Any funds that you deposit with us as an advance against our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

From time to time, you may request estimates of the fees and charges that we anticipate incurring on your behalf. These estimates are subject to unforeseen circumstances and are by their nature inexact. While we may provide estimates for your general planning purposes, such estimates are subordinate to our regular billing procedures, absent an express written agreement to the contrary.

**VII. DATA PROTECTION & COMMERCIAL COMMUNICATIONS BY EMAIL.**

In order to provide legal services and maintain our business relationship, the firm may use personal information about you and other individuals at your organization. Details of how we use this information are set out in our Client and Third Party Privacy Notice which can be found on our website at [www.lw.com/privacy](http://www.lw.com/privacy).

To the extent that you share with us information about California residents that comprises “personal information” for purposes of the California Consumer Privacy Act and implementing regulations (“CCPA”) in connection with our provision of services covered by this letter, and neither §§ 1798.140(t)(2)(A), (B), (D)<sup>1</sup> nor §§ 1798.145(c)-(e)<sup>2</sup> of the CCPA apply, we shall be a service provider and only collect, retain, use and disclose such information for the purpose of providing the services covered by this letter, or as otherwise permitted by the CCPA. To the extent this paragraph applies, you will provide notice to such California individuals that you may disclose such information to service providers such as Latham & Watkins LLP.

We have made a commitment through our Binding Corporate Rules to apply a consistent standard across the firm when collecting, using and managing personal information. If you have any questions about how we use your personal information or wish to exercise your rights, please contact the Global Data Protection Officer at [DataPrivacy@lw.com](mailto:DataPrivacy@lw.com).

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<sup>1</sup> i.e., the CCPA’s other exceptions to sale, namely: direction by the individual to share, sharing to alert the recipient that the individual has opted out of selling, and sharing as an asset that is part of merger, acquisition, bankruptcy or other business transaction.

<sup>2</sup> i.e., the CCPA’s exclusion of any information: collected as part of a clinical trial; bearing on an individual’s credit; processed by financial institutions to provide financial services pursuant to the GLBA; or comprising identifiable health information governed by HIPAA.

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We constantly attempt to improve our service, and monitor developments in the law and practice. Periodically we may send information about this, including brochures and press releases and invitations to seminars or talks, if we believe that they may be of interest to you. You agree that we may send information of this kind by email to you and others at your organization with whom we have contact. You can opt out at any time.

### **VIII. DISPUTES.**

As required by D.C. Code § 2-360.03, any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between the Ad Hoc Committee and Latham & Watkins LLP, its affiliated partnerships, attorneys or staff or any of their successors (the "Latham Parties") or the services provided or the fees charged by the Latham Parties pursuant to this engagement letter shall be reviewed and determined de novo by the Contract Board of Appeals. In the event of any such controversy or claim, the Ad Hoc Committee agrees that it will consent to any request by Latham & Watkins LLP to seek a protective order under § 104.1(a) of the Contract Appeals Board Rules (27 DCMR § 104.1(a)). This provision is included herein to comply with D.C. Code § 2-360.03.

### **IX. LIMITED LIABILITY PARTNERSHIP.**

Latham & Watkins LLP is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the firm to the capital they have invested in the firm for claims arising from services performed by the firm. Our form of organization as an LLP will not diminish the ability to recover damages from the firm or from any individuals who directly caused the loss.

Because of legal requirements in those countries, work done out of our firm's offices in England, France, Italy, Hong Kong, Japan, and Singapore will be carried out through affiliated partnerships registered locally. Latham & Watkins operates in Israel through a limited liability company, in South Korea as a Foreign Legal Consultant Office, and in Saudi Arabia through a limited liability company. These distinctions will not impact on the provision of legal services by our firm, although invoices may be issued to you through an affiliate.

### **X. ENTIRE AGREEMENT AND MISCELLANEOUS.**

You and we understand that this letter constitutes the entire agreement pertaining to the engagement of Latham & Watkins LLP, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by Latham & Watkins LLP, notwithstanding anything we may be required to acknowledge in order to use your electronic billing software now or in the future.

All parties signing this letter represent and warrant that they are fully authorized to enter into this agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization or organizations to the terms in this letter.

**LATHAM & WATKINS** LLP

The words "execution," "execute," "signed," "signature," and words of like import in or related to this Engagement Letter and/or any document to be signed in connection with this Engagement Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Latham & Watkins LLP, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

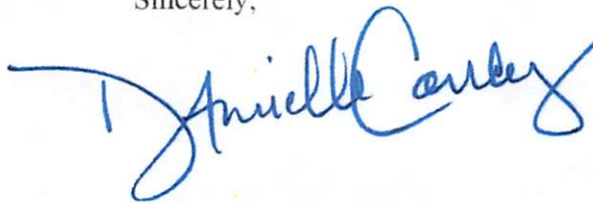
Either party can terminate the attorney-client relationship on this matter by notice to the other party. Otherwise, our relationship with you will be deemed concluded when we have completed our agreed-upon services, except that for the avoidance of doubt, your obligations for fees and charges shall survive. In addition, and without limiting the preceding sentence, in the event we have performed no work on your behalf for six consecutive months, you agree that our attorney-client relationship with you will have been terminated.

**XI. APPROVAL AND RETURN OF LETTER.**

If this letter meets with your approval, please sign and return the enclosed copy.

We look forward to working with you.

Sincerely,



Danielle Conley

of LATHAM & WATKINS LLP

Approval of Engagement

The Ad Hoc Committee agrees to the terms of the enclosed letter, effective as of the date on which Latham & Watkins LLP first provided services to the Ad Hoc Committee.

By signing this letter, the Ad Hoc Committee acknowledges that the Ad Hoc Committee has been afforded the full opportunity to review it and to seek the advice of independent counsel, and either have in fact consulted with such independent counsel or have chosen not to do so.

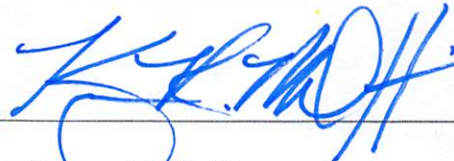
Date: Sept. 26, 2024.

\_\_\_\_\_  
a \_\_\_\_\_

By:  \_\_\_\_\_

Name: Phil Mendelson \_\_\_\_\_

Title: Chairman, Council of the District of Columbia \_\_\_\_\_

By:  \_\_\_\_\_

Name: Kenyan McDuffie \_\_\_\_\_


Title: Chairman Pro Tempore of the Council of the District of Columbia, Chairman Ad Hoc Committee \_\_\_\_\_

**COUNCIL OF THE DISTRICT OF COLUMBIA**  
**1350 Pennsylvania Avenue, N.W.**  
**Washington, D.C. 20004**

**Memorandum**

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August 23, 2024

TO: Members of the Council  
FR: Phil Mendelson, Chairman   
RE: Investigation of Councilmember Trayon White

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On Sunday, August 18<sup>th</sup>, Councilmember Trayon White was arrested on a criminal complaint charging him with bribery. The affidavit in support of the criminal complaint, filed by the Federal Bureau of Investigation, alleges that Councilmember White engaged in bribery in violation of Title 18, United States Code, Section 201(b)(2). The 37-page affidavit details four incidents of alleged bribery and includes both photos and transcripts of the incidents.

Subsequently, *The Washington Post* reported that “[Mr.] White was arrested Sunday in the Navy Yard neighborhood where, according to the building’s receptionist, he was staying in a luxury high-rise apartment complex...” and there have been various reports that this has been the Ward 8 Councilmember’s residence for quite some time. However, the building is in Ward 6.

The allegations are serious and have affected the public’s respect for the Council. Yet citizens have the right to hold us to basic standards of trust, honesty, and integrity. Because of this, on Monday, August 19<sup>th</sup>, I announced that I would establish an Ad Hoc Committee “to assess the situation, the evidence of wrongdoing to the extent it is available, and the questions about residency.”

Pursuant to Council Rule 651, I am establishing an Ad Hoc Committee for the purposes of considering the above allegations (bribery and residency) and making recommendations to the Council for further action. The Ad Hoc Committee shall function pursuant to Council Rules 651-653, and shall adhere to those Rules. All Councilmembers except Mr. Trayon White are hereby appointed as members of the Ad Hoc Committee. This is consistent with the last Ad Hoc Committee I appointed, which was to investigate allegations regarding former Councilmember Evans’ conduct. Chairman Pro Tempore Kenyan McDuffie is appointed chair of the Committee.

Pursuant to the Council’s Rules, the Ad Hoc Committee has 90 days to file a report. Because the Council is in recess until September 15<sup>th</sup>, the Committee shall have until Monday, December 16, 2024 to file its report. Once the Committee meets, it shall have to determine how to proceed as well as afford Councilmember Trayon White an opportunity to be heard. As you know, the Council’s Rules specify three types of sanction: (1) reprimand; (2) censure; and (3) expulsion. The gravity of the allegations warrant consideration of all of these. The Ad Hoc Committee may engage outside counsel and propose additional or alternative sanctions.

cc: Council Officers

A RESOLUTION

25-634

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

September 17, 2024

To amend the Rules of Organization and Procedure for the Council of the District of Columbia, Council Period 25, Resolution of 2023 to eliminate the Committee on Recreation, Libraries, and Youth Affairs and transfer jurisdiction of its subject matter and agencies to the Committee of the Whole, to establish the Subcommittee on Recreation and Community Affairs and the Subcommittee on Libraries and Youth Affairs under the Committee of the Whole; to amend the Council Period 25 Appointment of Chairperson Pro Tempore, Committee Chairpersons, and Committee Membership Resolution of 2023 to no longer appoint a chairperson and membership of the Committee on Recreation, Libraries, and Youth Affairs, and to appoint the chairpersons and members of the Subcommittee on Recreation and Community Affairs and the Subcommittee on Libraries and Youth Affairs; and to authorize outside counsel to assist in the investigation of Councilmember Trayon White.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the “Council Period 25 Rules of Organization and Procedure and Appointment of Committee Chairpersons and Membership Amendment Resolution of 2024”.

Sec. 2. The Rules of Organization and Procedure for the Council of the District of Columbia, Council Period 25, Resolution of 2023, effective January 3, 2023 (Res. 25-1; 71 DCR 238), is amended as follows:

(a) The table of contents is amended by striking the phrase “240. COMMITTEE ON RECREATION, LIBRARIES, AND YOUTH AFFAIRS.” and inserting the phrase “240. COMMITTEE ON RECREATION, LIBRARIES, AND YOUTH AFFAIRS. [REPEALED].” in its place.

(b) Section 231 is amended as follows:

(1) Subsection (a) is amended by striking the phrase “and building safety;” and inserting the phrase “and building safety; public libraries; public parks and recreation; cable television and entertainment; matters relating to Caribbean, Latino, African, African American, and Asian and Pacific Islander affairs; and youth affairs (other than juvenile justice);” in its place.

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(2) Subsection (e) is amended by adding the following agencies to the list of agencies that come within the purview of the Committee of the Whole, to be inserted in alphabetical order within the existing list:

- “Advisory Commission on Caribbean Community Affairs
- “Board of Library Trustees
- “Commission on African Affairs
- “Commission on African American Affairs
- “Commission on Asian and Pacific Islander Affairs
- “Commission on Fathers, Men, and Boys
- “Commission on Latino Community Development
- “Department of Parks and Recreation
- “Department of Youth Rehabilitation Services
- “District of Columbia Public Library System
- “District of Columbia Public Library Trust Fund
- “Juvenile Abscondence Review Committee
- “Office of Cable Television, Film, Music and Entertainment
- “Office of East of the River Services
- “Office on African Affairs
- “Office on African American Affairs
- “Office on Asian and Pacific Islanders Affairs
- “Office on Caribbean Affairs
- “Office on Fathers, Men, and Boys
- “Office on Latino Affairs
- “Public Access Corporation
- “Serve DC.”.

(3) New subsections (f) and (g) are added to read as follows:

“(f)(1) The Subcommittee on Recreation and Community Affairs, as delegated by the Committee of the Whole, shall be responsible for public parks and recreation; Asian and Pacific Islander, Caribbean, and Latino affairs; and cable television and entertainment.

“(2) The following agencies come within the purview of the Subcommittee on Recreation and Community Affairs:

- “Advisory Commission on Caribbean Community Affairs
- “Commission on Asian and Pacific Islander Affairs
- “Commission on Fathers, Men, and Boys
- “Commission on Latino Community Development
- “Department of Parks and Recreation
- “Office on Asian and Pacific Islanders Affairs
- “Office of Cable Television, Film, Music and Entertainment
- “Office on Caribbean Affairs



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“Office on Fathers, Men, and Boys

“Office on Latino Affairs

“Public Access Corporation

“(g)(1) The Subcommittee on Libraries and Youth Affairs, as delegated by the Committee of the Whole, shall be responsible for matters relating to public libraries; African and African American affairs; and youth affairs (other than juvenile justice).

“(2) The following agencies come within the purview of the Subcommittee on Libraries and Youth Affairs:

“Board of Library Trustees

“Commission on African Affairs

“Commission on African American Affairs

“Department of Youth Rehabilitation Services

“District of Columbia Public Library System

“District of Columbia Public Library Trust Fund

“Juvenile Abscondence Review Committee

“Office of East of the River Services

“Office on African Affairs

“Office on African American Affairs

“Serve DC.”.

(c) Section 240 is amended to read as follows:

“240. COMMITTEE ON RECREATION, LIBRARIES, AND YOUTH AFFAIRS.

[REPEALED].

“Repealed.”.

Sec. 3. The Council Period 25 Appointment of Chairperson Pro Tempore, Committee Chairpersons, and Committee Membership Resolution of 2023, effective January 3, 2023 (Res. 25-2; 62 DCR 669), is amended as follows:

(a) The long title is amended by striking the word “committee” and inserting the phrase “committee and subcommittee” in its place.

(b) Section 3 is amended as follows:

(1) The lead-in language is amended by striking the word “committee” and inserting the phrase “committee and subcommittee” in its place.

(2) Paragraph (9) is repealed.

(3) New paragraphs (11) and (12) are added to read as follows:

“(11) The chairperson of the Subcommittee on Recreation and Community Affairs, established by section 231(f) of the Rules, pursuant to section 245 of the Rules, shall be Matt Frumin and its members shall be Kenyan McDuffie and Brianne Nadeau.

“(12) The chairperson of the Subcommittee on Libraries and Youth Affairs, established by section 231(g) of the Rules, pursuant to section 245 of the Rules, shall be Zachary

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Parker and its members shall be Anita Bonds and Robert White.”.

**Sec. 4. Authorization of investigation.**

(a)(1) Pursuant to Rule 652(a)(5) of the Rules of Organization and Procedure for the Council of the District of Columbia, Council Period 25 (“Council Rules”), the Chairman appoints Latham & Watkins (the “Law Firm”) to assist the ad hoc committee, established by the Chairman’s August 23, 2024, memorandum, in investigating the conduct of Councilmember Trayon White, in accordance with paragraph (2) of this subsection.

(2) The scope of the investigation authorized by paragraph (1) of this subsection shall be whether Councilmember Trayon White violated the law by residing in a ward other than Ward 8 or violated the Code of Conduct, as that term is defined in section 101(7) of the Board of Ethics and Government Accountability Establishment and Comprehensive Ethics Reform Amendment Act of 2011, effective April 27, 2012 (D.C. Law 19-124; D.C. Official Code § 11161.01(7)), or Council Rules, including those provisions of the Code of Conduct or the Council Rules that relate to conflicts of interest, taking any action that adversely affects the confidence of the public in the integrity of the District government, outside activities, use of government resources, or acting solely in the public interest.

(b) In furtherance of the investigation authorized by subsection (a) of this section, the Council authorizes the ad hoc committee and the Law Firm to issue subpoenas to compel the attendance of witnesses, to obtain testimony, or to require the production of documents or other information or tangible items. Notwithstanding Council Rule 612, a report to the Secretary to the Council before issuing a subpoena as part of the investigation shall not be required.

(c) The Law Firm may take testimony of witnesses by oral, written, or videotaped depositions.

(d) Upon completion of the investigation, the Law Firm shall assist the ad hoc committee in filing a report containing findings on the allegations investigated pursuant to subsection (a) of this section with the Secretary to the Council, along with all records obtained during the investigation that support the findings.

**Sec. 5. This resolution shall take effect immediately.**