

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY**



Office of Government Ethics

In Re: N. Albert
Case No. 22-0002-F

NEGOTIATED DISPOSITION:

Pursuant to section 221 (a)(4)(E)¹ 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. Code § 1-1161.01 *et seq.*, (“Ethics Act”), the Office of Government Ethics (the “Office” or “OGE”) hereby enters into this public negotiated settlement agreement with the Respondent, N. Albert. Respondent did not provide any records or evidence in this matter. Respondent agrees that the resulting disposition is a settlement of the above titled action, detailed as follows:

I. FINDINGS OF FACT

Respondent served as the Chairperson for the District of Columbia Housing Authority (“DCHA”) Board of Commissioners from 2017 to 2021. Yenny P. Moya (“Ms. Moya”) is the majority owner of Moya Design Partners (“Moya Design”), a limited liability company operating in the District of Columbia. Respondent and Ms. Moya have had a personal, romantic relationship since 2017. However, Ms. Moya and Respondent are unmarried and are not registered in a domestic partnership.

Beginning in 2015, Respondent served as the President and Executive Director of Downtown DC (“Downtown BID”). During this time, Moya Design contracted with Downtown BID to provide design and editorial services to the company. Moya Design was a tenant in the office space occupied by Downtown BID located at 1275 K Street N.W., Suite 1000. Moya Design was a tenant of Downtown BID from 2017 to 2019 and continued to provide contractual services to Downtown BID until 2021.

On September 18, 2019, Respondent and Ms. Moya purchased a single-family home in Washington, D.C. Both Respondent and Ms. Moya moved into the home at the time of purchase and currently reside in the home. On April 7, 2021, Respondent and Ms. Moya purchased an investment property in North Carolina. This investment property generates enough revenue to cover its own expenses. The couple owns both the properties as tenants in common. Respondent

¹ Section 221(a)(4)(E) of the Ethics Act provides, “[i]n addition to any civil penalty imposed under this title, a violation of the Code of Conduct may result in the following: ... [a] negotiated disposition of a matter offered by the Director of Government Ethics, and accepted by the respondent, subject to approval by the Ethics Board.”

and Ms. Moya maintain separate personal accounts and retirement investment accounts, and equally split the financial responsibilities of their shared household.

On December 12, 2018, the DCHA Commissioners voted to approve the recommendation of DCHA staff and awarded a contract of \$305,000 to Moya Design. Respondent introduced Resolution 18-37, but he did not vote on it. Respondent did not fully recuse on the record, and he failed to disclose his relationship with Ms. Moya or the business relationship between Moya Design and Downtown BID. Respondent signed Resolution 18-37, as he did with all other approved resolutions in his capacity of Chairperson of the DCHA Board of Commissioners. The Commissioners approved the recommendation to make an award to Moya Design out of three proposals that had been submitted.

On June 9, 2021, the DCHA Commissioners, including Respondent, voted to approve the recommendation of DCHA staff to award contracts to six (6) qualified bidders, including Moya Design for “Professional Architectural and Engineering Services”, in Resolution 21-06. Each qualified bidder could be utilized by DCHA for up to three (3) years and could be awarded a minimum of \$50,000 and a maximum of \$3.75 million. Resolution 21-06 required bidders to submit their qualifications and did not award a contract for a specific task, or for a specific contract amount. Once qualified bidders were identified, DCHA would use the list of qualified bidders to solicit pricing for specific projects and then award contracts for those projects. Moya Design withdrew as a qualified bidder from Resolution 21-06 in October 2021, and no project or monies were paid to or assigned to Moya Design.

Respondent did not recuse himself from this vote, nor did he disclose his relationship with Ms. Moya. Respondent cast a vote in approval of the contracts and signed the Resolution 21-06, dated June 9, 2021. According to DCHA policy, the Chairperson of the DCHA Board of Commissioners signs each resolution on behalf of the Commission. However, the Chairperson can recuse himself and let the Vice Chairperson sign the resolution for approval.

The OGE investigation did not reveal any evidence suggesting that Moya Design was assisted behind the scenes to qualify for either Resolution 18-37 or Resolution 21-06 projects. Moya Design was notified of the opportunity to apply for the aforementioned contracts through a list-serve available to registered D.C. contractors. There was no evidence found that indicated Moya Design received an improper score to qualify for either of these projects. However, OGE submits that Respondent violated the following provisions of the Code of Conduct:

II. NATURE OF VIOLATIONS

Respondent’s conduct is in violation of the District’s Code of Conduct, as set forth below:

- ❖ **Count One:** Using his or her official position or title, or personally and substantially participating, through decision, approval, disapproval, recommendation, the rendering

of advice, investigation, or otherwise, in a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter, or attempt to influence the outcome of a particular matter, in a manner that the employee knows is likely to have a direct and predictable effect on the employee's financial interests or the financial interests of a person closely affiliated with the employee in violation of D.C. Official Code § 1-1162.23(a).

- Respondent and Ms. Moya began a romantic relationship in 2017. Respondent and Ms. Moya owned a personal residence and the investment property together and shared financial interests in June 2021. Ms. Moya was a person closely affiliated with Respondent by virtue of them living in the same household and property interest in the investment property. On June 9, 2021, Respondent failed to recuse himself from a vote to approve Resolution 21-06. Respondent voted to approved Resolution 21-06, which approved the selection of Moya Design as a qualified bidder for Professional Architectural and Engineering Services, in the amount of up to \$3.75 million.

❖ **Count Two:** Using his or her official position or title, or personally and substantially participating, through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, in a judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, or other particular matter, or attempt to influence the outcome of a particular matter, in a manner that the employee knows is likely to have a direct and predictable effect on the employee's financial interests or the financial interests of a person closely affiliated with the employee² in violation of D.C. Official Code § 1-1162.23(a).

- Respondent and Ms. Moya began a romantic relationship in 2017. Respondent and Ms. Moya owned a personal residence and a rental property together and shared financial interests in June 2021. Ms. Moya was a person closely affiliated with Respondent by virtue of them living in the same household and property interest in the rental property. On June 9, 2021, Respondent signed Resolution 21-06, which finalized and approved the selection of Moya Design as a qualified bidder for Professional Architectural and Engineering Services, in the amount of up to \$3.75 million.

❖ **Count Three:** Failing to make full disclosure of the financial interest in violation of D.C. Official Code § 1-1162.23(c)(2).

- On June 9, 2021, Respondent failed to disclose his relationship with Ms. Moya prior to voting to approve Resolution 21-06 for Professional Architectural and Engineering Service. Respondent failed to disclose their relationship prior to signing the resolution.

None of the above-referenced actions were authorized by the District of Columbia.

² See D.C. Official Code § 1-1161.01(43) defining "person closely affiliated with the employee" as a spouse, dependent child, general partner, a member of the employee's household, or an affiliated organization.

While Respondent does not admit or deny that his actions described hereinabove violated the Code of Conduct as alleged by OGE, to facilitate a resolution of these alleged violations, the Respondent nevertheless waives his right to proceed to an adversarial hearing in this administrative matter and he voluntarily, knowingly, and understandingly consents to the Board's imposition of a fine against him in this administrative matter. Moreover, by agreeing to settle this matter via a negotiated disposition, Respondent will allow OGE to avoid expending significant time and resources to litigate this matter through a contested hearing, and to focus its finite resources on other investigations.

III. TERMS OF THE NEGOTIATED DISPOSITION

Respondent agrees to resolve this matter, in accordance with the following terms and conditions:

1. Respondent agrees to pay a total fine in the amount of **\$15,000.00**, on or before September 1, 2022;
2. Respondent agrees that he is solely responsible for satisfying the fine amount. Payment will be accepted by certified check or money order, made out to the D.C. Treasurer, delivered to and received by OGE at 441 4th Street NW, Suite 830 South, Washington, DC 20001; and
3. Respondent agrees to attend a full OGE ethics training within 6 months, should he return to work with District of Columbia Government.

Additionally, Respondent promises not to engage in such conduct in the future. In consideration of Respondent's acknowledgement and agreement, OGE will seek no further remedy and will take no further action related to the above misconduct.

Respondent understands that if he fails to pay the full **\$15,000** fine in accordance with the terms set forth hereinabove, pursuant to section 221(a)(5)(A) of the Ethics Act (D.C. Official Code § 1-1162.21(a)(5)(A)), the Ethics Board may file a petition in the Superior Court of the District of Columbia for enforcement of this Negotiated Disposition and the accompanying Board Order assessing the fine. Respondent agrees that this Negotiated Disposition is not an admission of wrongdoing but constitutes various factual statements of relevant witnesses and records that may be used in any subsequent enforcement or judicial proceeding that may result from his failure to comply with this agreement. Respondent also understands that pursuant to section 217 of the Ethics Act (D.C. Official Code § 1-1162.17), he has the right to appeal any order or fine made by the Ethics Board. Nonetheless, Respondent knowingly and willingly waives his right to appeal the accompanying Board Order assessing the **\$15,000.00** fine in this matter in exchange for the concessions made by this Office in this Negotiated Disposition.

Respondent further understands that if he fails to adhere to this agreement, OGE may instead, at its sole option, recommend that the Ethics Board nullify this settlement and hold an open and adversarial hearing on this matter, after which the Ethics Board may impose sanctions up to the full statutory amount (\$5,000.00 per violation) as provided in the Ethics Act for each violation.³ Because the Office is, at this time, foregoing requesting that the Ethics Board hold an open and

³ Section 221(a)(1) (D.C. Official Code § 1-1162.21(a)(1)).

adversarial hearing on this matter, Respondent waives any statute of limitation defenses should the Ethics Board decide to proceed in that matter as a result of Respondent's breach of this agreement.

The mutual promises outlined herein constitute the entire agreement in this case. Failure to adhere to any provision of this agreement is a breach rendering the entire agreement void. By our signatures, we agree to the terms outlined therein.



N. Albert
Respondent



Ashley D. Cooks
Director of Government Ethics

03/03/22

Date

03/03/2022

Date

This agreement shall not be deemed effective unless and until it is approved by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

APPROVED:



NORMA HUTCHESON
Chairperson, Board of Ethics and Government Accountability

03/03/2022

Date

#22-0002F
MAE/AC

GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ETHICS AND GOVERNMENT ACCOUNTABILITY

Office of Government Ethics



IN RE: N. Albert

Respondent

CASE No.: 22-0002-F

ORDER

Based upon the mutual representations and promises contained in the Negotiated Disposition approved by the Board herein on March 3, 2022, and upon the entire record in this case; it is, therefore

ORDERED that Respondent pay a civil penalty in the amount of FIFTEEN THOUSAND DOLLARS.

This Order is effective upon approval by the Board of Ethics and Government Accountability, as demonstrated by the signature of the Chairperson below.

A handwritten signature in black ink that reads "Norma B. Hutcheson".

NORMA HUTCHESON
Chair, Board of Ethics and Government Accountability

03/03/2022

Date