

**UNITED STATES OF AMERICA  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C.**

**In the Matter of:**  
Cambridge Management, Inc.,  
Jacksonville Elderly Tower I Limited Partnership,  
Jacksonville Elderly Tower I GP, Inc.,  
**Respondents.**

**OGC Docket No: 19-002-CMF**

**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into between the United States Department of Housing and Urban Development (“HUD” or “Department”), and Cambridge Management, Inc., Jacksonville Elderly Tower I Limited Partnership, and Jacksonville Elderly Tower I GP, Inc. (collectively “Respondents”).

WHEREAS, Respondent Jacksonville Elderly Tower I Limited Partnership was the owner in 2017 of the residential multifamily apartment building at 3465 Phillips Hwy, Jacksonville, FL 32207, known as Jacksonville Townhouse;

WHEREAS, in 2017, Respondent Jacksonville Elderly Tower I GP, Inc. was the general partner of Jacksonville Elderly Tower I Limited Partnership;

WHEREAS, in 2017, Respondent Cambridge Management, Inc. was the management agent for Jacksonville Townhouse;

WHEREAS, Respondent Jacksonville Elderly Tower I Limited Partnership was party to a Housing Assistance Payments Contract with HUD and North Tampa Housing Development Corporation, as the Contract Administrator, for Jacksonville Townhouse identified as Contract Number FL 290031001 (“Contract”);

WHEREAS, pursuant to the Contract and HUD regulations, Respondent Jacksonville

Elderly Tower I Limited Partnership was to furnish decent, safe, and sanitary housing in good repair that complied with state and local building and maintenance codes, and HUD would furnish a monthly subsidy payment to Respondent Jacksonville Elderly Tower I Limited Partnership for each unit eligible for subsidy under the Contract in the amount of the total monthly rent for each such unit under the Contract minus, if applicable, the portion of said monthly rent payable by the household residing in the unit;

WHEREAS, HUD identified issues of compliance with the Contract requirements for the provision of decent, safe, and sanitary housing, which are grounds for seeking to impose civil money penalties pursuant to 42 U.S.C. § 1437z-1 and 24 C.F.R. Part 30, which were identified more specifically in HUD's Pre-Penalty Notice of October 12, 2018;

WHEREAS, both HUD and Respondents (collectively "Parties") desire to avoid expense and administrative proceedings and to reach a satisfactory resolution of this matter;

WHEREAS, this Settlement Agreement shall not constitute an admission of liability or fault on the part of any party;

WHEREAS, the Parties have been fully advised of their rights under the law and of the facts relating to the subject matter of this Agreement and the disputes between the Parties as ascertained by their respective counsel; and

WHEREAS, the Parties desire by this document to fully and finally settle the disputes between them and to confirm and memorialize their agreement on all of the terms, subject to all of the conditions set forth in this Agreement.

NOW, THEREFORE, HUD and Respondents agree as follows:

1. This Settlement Agreement shall become effective upon its execution by the Department's duly authorized designee and Respondents.

2. Respondents shall pay a Seventy-Five Thousand Dollar (\$75,000) administrative payment to HUD, which shall fully satisfy any and all claims against Respondents by HUD under HUD's civil money penalty authority under 42 U.S.C. § 1437z-1 and 24 C.F.R. Part 30, as set forth in HUD's October 12, 2018 Pre-Penalty Notice.

3. Respondents shall send the executed settlement agreement to Sean Brown, U.S. Department of Housing & Urban Development, at the following address:

If by Regular Mail:

U.S. Department of Housing and  
Urban Development  
ATTN: Sean M. Brown  
451 Seventh Street, S.W.  
Room B133 – CACCA Portals 200  
Washington, DC 20410

If by Courier or Express Mail:

U.S. Department of Housing and  
Urban Development  
ATTN: Sean M. Brown  
1250 Maryland Ave, S.W., Suite 200  
Washington, DC 20024  
Phone: (202) 245-4127

4. Payment described in Paragraph 2 must be made by certified check made payable to the U.S. Department of Housing and Urban Development. The check shall be delivered to HUD with an executed copy of this Agreement. The check shall state "OGC Docket No. 19-002-CMF" on the memo line and must be sent to Sean Brown at the address indicated in Paragraph 3.

5. This Settlement Agreement is voluntary and entered into by Respondents after due consideration of the terms contained herein. Respondents and HUD will not seek the termination or reconsideration of this Settlement Agreement, directly or indirectly, after HUD and Respondents have executed this Settlement Agreement.

6. Respondents hereby agree to waive, release, and remit any and all claims, directly or indirectly, against HUD or HUD employees with respect to the potential administrative action identified in herein.

7. HUD hereby releases and discharges Respondents from any and all claims by HUD pursuant to 42 U.S.C. §1437z-1 and 24 C.F.R. Part 30 based upon any information

submitted by or on behalf of Respondents to HUD for Jacksonville Townhouse, Contract No. FL290031001, as identified in HUD's Pre-Penalty Notice of October 12, 2018.

8. The terms of this Agreement shall not be construed as an admission of liability by Respondents, but are a compromise and settlement of disputed claims related to the subject of this Agreement.

9. All Parties represent that they participated in the drafting and preparation of this Agreement and that they understand and agree to be bound and abide by the terms herein. In the event of any ambiguity in the interpretation of any provision of this Agreement, the Parties agree that any such ambiguity shall not be interpreted against any party hereto on the basis that the party was the author of the Agreement.

10. By their signatures below, all Parties represent and warrant that they: (a) have read and understand the terms of this Agreement; (b) agree to be bound by these terms; (c) acknowledge that they have had full and adequate opportunity to consult with an attorney of their choosing regarding this matter; and (d) the individual signing this Agreement is vested with the authority to bind the entity on behalf of which he or she has signed.

11. The Parties agree that all provisions of this Agreement are contractual and not mere recitals.

12. The Parties agree that this Agreement may be executed in counterparts and transmitted by facsimile and/or by electronic mail, all of which shall be deemed to be an original signature to this Agreement.

13. This Agreement constitutes and contains the entire agreement and final understanding concerning the subject matters addressed in this Agreement among the Parties. It is intended by the Parties as a complete and exclusive statement of the terms of their agreement.

It supersedes and replaces all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter of this Agreement. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against a Party. This is a fully integrated agreement.

14. This Agreement can only be modified if the modification is in writing and is signed by the Party against whom enforcement is sought.

15. Other than claims arising under HUD's civil money penalty authority under 42 U.S.C. 1437z-1 and 24 C.F.R. Part 30 specifically released by this Agreement, this Agreement does not waive any other rights or responsibilities of HUD or any other Federal agency to investigate or initiate other actions against Respondents pursuant to their authority.

16. The Parties stipulate that while Respondents have made no admission of liability, the Parties agree that HUD has articulated issues of compliance with program requirements, and Respondents agree that HUD may seek to use such issues in any future administrative action against any of the Respondents under 24 C.F.R. Part 28 or 24 C.F.R. Part 30 as the basis to seek to argue for an aggravating factor under 24 C.F.R. § 28.40(b)(8) or 24 C.F.R. § 30.80(b), as applicable.

17. Each side is to bear its own costs and legal fees.

*(Space intentionally left blank, signature page follows)*

WHEREFORE, the Parties hereto have duly executed this Settlement Agreement.

3/14/2019

Date



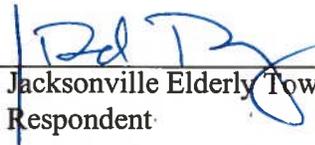
Cambridge Management, Inc.  
Respondent

Susan Baker  
(Print or Type Name)

President  
(Print or Type Title)

3/14/2019

Date



Jacksonville Elderly Tower I Limited Partnership  
Respondent

J. David Page  
(Print or Type Name)

President of General Partner of Respondent  
(Print or Type Title)

3/14/2019

Date



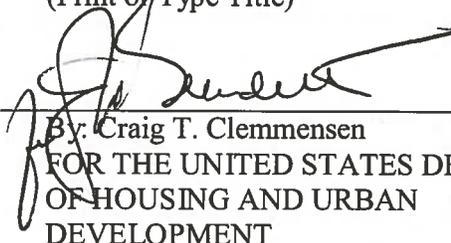
Jacksonville Elderly Tower I, GP, Inc.  
Respondent

J. David Page  
(Print or Type Name)

President  
(Print or Type Title)

3/22/2019

Date



By: Craig T. Clemmensen  
FOR THE UNITED STATES DEPARTMENT  
OF HOUSING AND URBAN  
DEVELOPMENT