

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

U.S. Department of Housing and Urban Development  
Assistant Secretary for the Office of Fair Housing and Equal Opportunity  
451 Seventh Street, S.W.  
Washington, DC 20410

(Complainant)

and

Delvista Towers Condominium Association, Inc.  
20225 NE 34 Ct., Management Office  
Aventura, FL 33180

AKAM On-Site, Inc.  
1815 Griffin Road, Suite 101  
Dania Beach, Florida 33004

(Respondents)

Signed by the FHEO Region IV Director on behalf of the  
U.S. Department of Housing and Urban Development

FHEO CASE NUMBER: 04-14-0609-8

## A. PARTIES AND SUBJECT PROPERTY

This Conciliation Agreement ("Agreement") is entered into by and between the United States Department of Housing and Urban Development (hereinafter "HUD" or "the Department") on behalf of the Assistant Secretary for Fair Housing and Equal Opportunity (hereinafter "Complainant") and Delvista Towers Condominium Association, Inc. (hereinafter "Respondent Delvista") and AKAM On-Site, Inc. (hereinafter "Respondent AKAM") (Respondent Delvista and Respondent AKAM hereinafter collectively referred to as "Respondents"). (Complainant and Respondents hereinafter collectively referred to as the "Parties").

### Complainant

Assistant Secretary for Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development Office of  
Fair Housing and Equal Opportunity  
451 Seventh Street, S.W., Rm 5100  
Washington, DC 20410

### Respondents

Delvista Towers Condominium Association, Inc.  
20225 NE 34 Ct., Management Office  
Aventura, FL 33180

AKAM On-Site, Inc.  
1815 Griffin Road  
Suite 101  
Dania Beach, Florida 33004

### Subject Property

Delvista Towers Condominiums  
20225 NE 34 CT  
Aventura, FL 33180

## B. STATEMENTS OF POSITION

### Complainant's Position

Complainant, the Assistant Secretary for the Office of Fair Housing and Equal Opportunity ("FHEO") (the "Assistant Secretary") of the U.S. Department of Housing and Urban Development ("HUD" or the "Department") filed a Secretary-Initiated Complaint (the "Complaint") pursuant to 42 U.S.C. § 3610(a)(1)(A)(i) ("Section 810") on April 22, 2014, alleging that Respondents engaged in discriminatory acts in violation of Sections 804(c), 804(f)(1), 804(f)(2), 804(f)(3) and 818 of the Fair

Housing Act ("the Act"). Specifically, the Complaint alleges that both Respondent Delvista and Respondent AKAM subjected residents requesting reasonable accommodations for assistance animals to threats of eviction, denials of an accommodation, and discriminatory statements. Additionally, Respondents allegedly threatened, harassed, and intimidated individuals who pursued their request or attempted to assist others who requested such accommodations.

#### Respondents' Position

Respondents deny the Complainant's allegations and assert that no discrimination or wrongdoing occurred. Respondents have entered into this Agreement to avoid the risks, expenses, and burdens of litigation and to resolve voluntarily the claims in the underlying action (the "Claims") regarding alleged violations of the Fair Housing Act. By settling this matter, Respondents are not admitting any fault, guilt or liability with respect to the Claims.

#### **C. TERM OF AGREEMENT**

1. This Agreement shall govern the conduct of the Parties to it for a period of two (2) years from the Effective Date (as defined below) of the Agreement.

#### **D. EFFECTIVE DATE**

2. The Parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is signed by the U.S. Department of Housing and Urban Development, through the Office of Fair Housing and Equal Opportunity (FHEO) Region IV Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is signed by the U.S. Department of Housing and Urban Development, through FHEO Region IV Director, or his or her designee ("Effective Date").

#### **E. GENERAL PROVISIONS**

4. The Parties acknowledge that this Agreement is a voluntary and full settlement of the Complaint. The Parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. Respondent Delvista and Respondent AKAM acknowledge they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondent Delvista and Respondent AKAM further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

6. It is understood that upon the signed execution of this Agreement by the FHEO Region IV Director, or his or her designee, the Agreement will be a public document pursuant to Section 810(b)(4) of the Act.
7. This Agreement does not in any way limit or restrict the Department's authority to investigate any future complaint not involving the subject allegations involving Respondent Delvista or Respondent AKAM made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
8. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Region IV Director, or his or her designee.
9. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the executed signature pages to be attached to the body of the Agreement to constitute one document. Facsimile copies of the Agreement and the signatures hereto may be used with the same force and effect as the original.
10. The Assistant Secretary for FHEO, on behalf of himself and the Department, and their respective successors, assigns, agents, officers, employees, and attorneys, hereby forever waive, release, and covenant not to sue Respondent Delvista or Respondent AKAM jointly or severally, or their respective heirs, executors, assigns, agents, directors, officers, employees, partners, or attorneys, or pursue any administrative action or civil action against any of the foregoing, with regard to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-14-0609-8, or which could have been filed in any action or suit arising from said subject matter, including, without limitation, relating to the ownership or management of the subject property.
11. Respondent Delvista and Respondent AKAM hereby forever waive, release, and covenant not to sue the Assistant Secretary or the Department, jointly or severally, or their successors, assigns, agents, officers, employees, respective affiliates, executors, or attorneys with regard to any and all claims, damages, and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-14-0609-8 or which could have been filed in any action or suit arising from said subject matter.
12. This Agreement represents the entire agreement and understanding between and among the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous discussions and/or settlement offers relating thereto.

**F. RELIEF FOR AGGRIEVED PARTY**

13. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall pay fifteen thousand dollars (\$15,000.00) to [REDACTED] subject to Respondents receiving a General Release and Confidentiality Agreement from [REDACTED]
14. Within six (6) months of the Effective Date of this Agreement, Respondents shall pay ten thousand dollars (\$10,000.00) to Guardian Angels Medical Service Dogs Inc. (GAMSD) a non-profit organization located at 331 17th ST NW; Naples, FL 34120.

**G. RELIEF IN THE PUBLIC INTEREST**

15. Within thirty (30) days of the Effective Date of this Agreement, each Respondent shall submit a copy of their internal, written fair housing reasonable accommodation policies and procedures ("RA Policy") to HUD for approval. If Respondents do not have a written RA Policy, they must draft and develop reasonable accommodation policies and procedures and submit them for HUD approval within thirty (30) days of the Effective Date of this agreement.
16. Within ten (10) days of the Effective Date of this Agreement, Respondents shall post a HUD approved Fair Housing Poster onsite at all its real estate-related businesses.
17. Within thirty (30) days of the Effective Date of this Agreement, Respondent Delvista shall inform all of their employees responsible for compliance with this Agreement, including officers and board members, of the terms of this Agreement, and shall provide each such person with a copy of this Agreement. Within thirty (30) days of the Effective Date of this Agreement, Respondent, AKAM, shall inform all of its board members responsible for compliance with this Agreement, of the terms of this Agreement, and shall provide each such person with a copy of this Agreement.
18. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall provide a copy of FHEO Notice: FHEO-2013-01 ("HUD Guidance on Assistive Animals") to all board members and employees directly engaged in property management. A copy of HUD Guidance on Assistive Animals is attached hereto and is incorporated in this Agreement by reference. All new board members and new hires directly engaged in property management, whether temporary or permanent, shall receive housing-related information on assistive animals within thirty (30) days of start date.
19. Within forty-five (45) days of the Effective Date of this Agreement, Respondents shall provide all board members and employees directly engaged in property management with a copy of the HUD approved RA Policy indicated in Paragraph 15, provided that if HUD has not approved such policies and procedures within forty-five (45) days of the Effective Date of this Agreement, Respondents shall provide all board members and employees directly

engaged in property management with a copy of the HUD approved RA Policy indicated in Paragraph 15 within ten (10) days following such approval.

20. For the term of the Agreement, Respondents shall provide each new board member and employee directly engaged in property management with a copy of its HUD approved RA Policy within ten (10) days of each new employee's entry date of service.
21. Within one hundred and eighty (180) days of the Effective Date of this Agreement, each Respondent will provide training to all board members and all employees directly engaged in property management on the Federal Fair Housing Act at Respondents' own expense. The training will be for a minimum of four (4) hours. The trainings will be provided by an external source suggested by each Respondent. Each Respondent will provide HUD with a copy of the training agenda and biography of each individual providing the training and a list of the names and positions of each employee trained within twenty days (20) following the date of the training.
22. Respondents agree to prominently post HUD's Equal Housing Opportunity logo and slogan on any website they maintain that provides information about their customer services, a copy of which will be provided by HUD

#### H. MONITORING

23. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect the property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

#### I. REPORTING AND RECORDKEEPING

24. Within ten (10) calendar days after the required date of completion of Paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, and 22 identified above, Respondents shall certify to HUD, in writing, that they have complied with each specific paragraph.
25. All required documentation must be submitted to:

Curtis Barnes, Conciliator  
U.S. Department of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street  
Atlanta, GA 30303  
ATTN: CASE NUMBER: 04-14-0609-8

**J. CONSEQUENCES OF BREACH**

26. Whenever the Department has reasonable cause to believe that any of the Respondents have breached this Agreement, the Department shall provide the breaching Respondent party with written notice of the alleged breach, allowing such breaching party thirty (30) days to cure the alleged default. Should the default not be cured during such time, then the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U. S. District Court, pursuant to Sections 810(c) and 814(b)(2) of the Act. Any and all notices to the Department shall be sent to Curtis Barnes at the address set forth above in Section 21. Any notices to Respondent Delvista shall be sent to the address set forth in Section A. Any notices to Respondent AKAM shall be sent to the address set forth above in Section A, with a copy to Bloom & Freeling, 2295 NW Corporate Blvd., Suite 117, Boca Raton, Florida 33431.
27. It is understood that each Respondent is solely liable for their individual actions or omissions constituting a breach of this agreement and neither Respondent will be held jointly or severally liable for any breach committed by the other Respondent.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,  
SIGNATURE PAGE FOLLOWS]**

WHEREFORE, the parties hereto have duly executed this Agreement:

Complainant

By: [Signature]  
Gustavo Velasquez  
Assistant Secretary for Fair Housing and Equal  
Opportunity

8/10/16  
Date

Aggrieved Person

[Redacted Signature]

8/1/16  
Date

Respondents

Delvista Towers Condominium Assoc., Inc.

By: [Signature]  
Print Name: Mark Braun  
Title: Vice President

7/29/16  
Date

AKAM On-Site, Inc.

By: [Signature]  
Print Name: Michael Berenson  
Title: President

7/30/16  
Date

On behalf of the Department

By: [Signature]  
Natasha Watson  
Acting FHEO Region IV Director

8/11/2016  
Date