

CONCILIATION AGREEMENT

between

The Delaware Division of Human Relations

and

The United States of America
Department of Housing and Urban Development

and

The Arc of Delaware, d/b/a, ADC1
Terry Olsen, Director

vs.

Sugar Maple Farms Property Owner's Association

Case No.: S-H-1352-15 (State) 03-16-4164-8 (HUD)

Investigator/Conciliator: Nicole Alston-Jackson

A verified complaint was filed on **March 31, 2015**, under the Delaware Fair Housing Act and Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988. The Secretary and the Director, prior to investigation of the complaint, having decided to resolve the matter conciliated between the parties; hereto, it is agreed that a settlement be entered into under the following terms and conditions.

CONCILIATION AGREEMENT

I. Whereas on or about March 31, 2015, the Complainant, (“The Arc of Delaware, d/b/a, ADC1” “Terry Olsen”), filed a complaint with the Delaware Division of Human Relations and the U.S. Department of Housing and Urban Development, alleging that the Respondent (“Sugar Maple Farms Property Owners Association” “SMFPOA”), discriminated against its representative employee and business on the basis of Disability (physical/developmental). The Complaint is attached to this Agreement as Exhibit A.

II. Whereas allegations in the complaint, if proven, may constitute violations of the Delaware Fair Housing Act and Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

III. Whereas, the Complainant and Respondent, wish to remise, release, acquit and forever discharge each other from any and all causes of action, based on conduct occurring up to and including the date of this Agreement, including, but not limited to, any and all any claims and demands relating to, or in any way arising out of, the facts and circumstances surrounding the basis of the complaint.

IV. Now, therefore, for good and valuable consideration, the parties hereto mutually agree to settle any and all claims between them as follows:

GENERAL PROVISIONS

1. It is understood that this Agreement would not constitute an admission by SMFPOA of any violations of the Delaware Fair Housing Act or Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988.

2. The Arc of Delaware/ADC1 hereby waives, releases and covenants not to sue SMFPOA, its heirs, predecessors and successors, all of its affiliates, its parent or controlling corporations, partners, divisions, and subsidiaries, or any of its present, past, and future directors, officers, employees, representatives, attorneys, insurers, reinsurers, agents, and/or assigns of whatever nature whether presently known or unknown, based on conduct occurring anytime up to and including the date of this Agreement arising out of the subject matter of this case # S-H-1352-15 (State)/# 03-16-4164-8 (HUD), subject to the performance by SMFPOA of the promises and representations contained herein. The Division of Human Relations and the U.S. Department of Housing and Urban Development will determine whether SMFPOA has complied with the terms of this Agreement, pursuant to Sections 810 (c) and 814 (b)(2) of the Fair Housing Act.

3. SMFPOA agrees to apply the same terms and conditions of rental and to seek the best interests of all persons who occupy any dwelling which it owns or manages, in a consistent manner, without regard to race, color, religion, creed, sex, age, marital status, national origin, disability, familial status, sexual orientation, or gender identity.

4. SMFPOA agrees and understands that pursuant to a situation which reasonably so warrants, the Director of the Delaware Division of Human Relations and the Secretary of the U.S. Department of Housing and Urban Development on request of Complainant or on its own motion, may review compliance with this Conciliation Agreement. As part of such review, the Director and Secretary may require written reports by SMFPOA concerning compliance, may inspect the premises, examine witnesses, and examine and copy pertinent records of SMFPOA at any reasonable time between the date of this agreement and one (1) year from the date of execution.

5. For the purpose of this agreement, the Director of the Delaware Division of Human Relations and the Secretary of the U.S. Department of Housing & Urban Development shall determine whether SMFPOA has complied with the terms of this Conciliation Agreement.

AFFIRMATIVE ACTION

6. Notification – SMFPOA agrees that it will notify its members and residents of rules, policies and practices of its non-discriminatory policy in writing, e.g., newsletter distribution or common area posting. Each new SMFPOA Board member shall maintain a written acknowledgment on file attesting to the fact that they have received, read, and understood the notice and will comply with its intent.

7. Advertisement – SMFPOA agrees that any and all advertisements will contain the following phrase "Equal Housing Opportunity" and/or the Equal Housing Opportunity logo conspicuously within the advertisement where so required by law and/or regulation.

8. SMFPOA shall continue not to interfere with any person in the exercise or enjoyment of the right to purchase, sell, rent or occupy a dwelling in any manner that might result in, or is an act of discrimination on the basis of race, color, religion, creed, age, sex, marital status, national origin, disability, sexual orientation, familial status, or gender identity.

RESOLUTION FOR THE COMPLAINT

9. SMFPOA agrees to tender payment to The Arc of Delaware/ADC1 in the amount of fifty-five thousand five hundred dollars and zero cents, (\$55,500) for relief. The Arc of Delaware/ADC1 acknowledges that SMFPOA, as defined above, has not made any representation as to the taxability or the tax consequences of the settlement amount. The Arc of Delaware/ADC1 further acknowledges and agrees that it shall be solely responsible for the payment of any state and/or federal income tax or other withholdings not paid by SMFPOA and will indemnify, defend, and hold SMFPOA harmless from any claim for monies withheld from any amount received by it under this Agreement.

10. SMFPOA agrees that all of Respondents' current board members will receive comprehensive training in the Fair Housing Act, specifically Fair Housing 101, a training conducted by the Division of Human Relations. Said training provides education on how to avoid discrimination in terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services and facilities in connection therewith, because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, familial status, gender identity or disability. The training will have a primary focus on persons with disabilities, reasonable accommodation requests, and service/assistance/emotional support animals. SMFPOA agrees to complete training for current board members within ninety (90) days of execution of this agreement.

11. SMFPOA agrees that all of its future new board members will be provided mandatory Fair Housing training to insure continued compliance with the Fair Housing Act within thirty (30) days of election or appointment. SMFPOA agrees that the training does not have to, but may be, conducted by the Division of Human Relations.

12. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreements or understandings with respect to the subject matter hereof.

REPORTS

13. It is understood by and between parties that within 90 days from the date of the execution of this Agreement and at the end of one (1) year, SMFPOA will be required to report the following information to the Director of the Delaware Division of Human Relations and the Secretary of the U.S. Department of Housing and Urban Development:

- a. Confirmation of sustainable housing by persons with disabilities.
- b. List of reasonable accommodation requests fulfilled, showing evidence of an interactive process.

The year end report to the Director of the Delaware Division of Human Relations and the Secretary of Housing and Urban Development shall also include steps taken in compliance with the provisions of this Agreement, and shall include any letters of notification or other correspondence sent to any person in connection therewith. All reports shall be directed to the Director of the Delaware Division of Human Relations, 820 N. French Street, Wilmington, Delaware 19801 and to the Regional Director for the Office of Fair Housing & Equal Opportunity, Department of Housing and Urban Development, Regional Office, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107-3380 (copy to the Director, Civil Rights Compliance, Department of Housing & Urban Development, Washington, D.C. 20410).

FOR THE COMPLAINANT

BY: Perry Nelson, Executive Director
 ADDRESS: 205 Augustine Street, Suite B
Wilmington, DE 19804-2504
 TELEPHONE: 367-996-9400
 DATE: May 25, 2016

FOR THE RESPONDENT:

BY: James Mallez
 ADDRESS: 17 Boyds Valley Dr.
 TELEPHONE: 302-737-8936
 DATE: 5-26-16

CONCILIATOR:

BY: Theresa Costa-Jackson

DATE: 5/26/16

APPROVED ON BEHALF OF THE COMMISSION:

[Signature]

DATE: 5/26/16