

IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

TRACEY P., RICHARD A., GERARD O.,)	
RENAISSANCE MANOR, INC.,)	
Plaintiffs,)	
)	
v.)	
)	
SARASOTA COUNTY,)	
JOSEPH and MARIA SERNA,)	Consolidated Case No. 8:05-cv-927-T-27EAJ
Defendants.)	

Consolidated with

UNITED STATES OF AMERICA,)
Plaintiff,)
)
COASTAL BEHAVIORAL)
HEALTHCARE, INC.)
Plaintiff-Intervenor,)
)
v.)
)
SARASOTA COUNTY, FLORIDA,)
Defendant.)

**JOINT MOTION TO APPROVE AND ENTER
SETTLEMENT AGREEMENTS AS COURT ORDERS**

The United States, Renaissance Manor, Inc., Coastal Behavioral Healthcare, Inc., Tracey P., Richard A., Gerard O., and Sarasota County jointly file this motion to approve the Settlement Agreement Between the United States and Sarasota County (Attachment A) and the Settlement Agreement and Release Between Private Plaintiffs and Sarasota County (Attachment B) and enter the Settlement Agreements as Orders of the Court. The parties have attached a proposed Order for the convenience of the Court. (Attachment C).

Dated: October 25, 2007

Respectfully submitted,

For the United States:

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Middle District of Florida

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Certificate of Service

I hereby certify that on October 25, 2007, I caused the foregoing to be electronically filed with the Clerk of the Court by using the CM/ECF system, which will send notice of electronic filing to the following:

Neil Harvey Chonin
Philip Nathan Hammersley
Alice K. Nelson
James K. Green
John William Chapman, Jr
Steven H. Malone
Christopher B. Hanback
Steven G. Polin
Javier M. Guzman
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s/ Andrea K. Steinacker
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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Tampa Division

TRACEY P., RICHARD A., GERARD O.,
RENAISSANCE MANOR, INC.,

Plaintiffs,

vs.

Consolidated Case No. 8:05-CV-927-T-27EAJ

SARASOTA COUNTY,
JOSEPH and MARIA SERNA,

Defendants.

Consolidated with

UNITED STATES OF AMERICA,

Plaintiff,

and

COASTAL BEHAVIORAL HEALTHCARE, INC.,

Plaintiff-Intervenor,

vs.

SARASOTA COUNTY, FLORIDA,

Defendant.

SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES AND SARASOTA COUNTY

The United States and Sarasota County (the "County") desire to avoid costly and protracted litigation and have voluntarily agreed to resolve this action by entering into this Settlement Agreement. The parties agree that this Settlement Agreement does not constitute an admission that the County violated the Fair Housing Act or intentionally discriminated in any manner.

In order to serve the residents of Sarasota County and for the benefit persons with disabilities, it is FURTHER AGREED as follows:

I. GENERAL NONDISCRIMINATION PROVISIONS

1. The County shall continue to comply with the Fair Housing Act and will not:
 - a. Discriminate in the sale or rental, or otherwise make unavailable or deny, a dwelling to any buyer or renter because of a protected disability of that buyer or renter, or of any person residing in or intending to reside in such dwelling, or of any person associated with that buyer or renter;
 - b. Discriminate against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a protected disability of that person, of any person residing in or intending to reside in such dwelling, or of any person associated with that person;
 - c. Refuse to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a person or persons with protected disabilities an equal opportunity to use and enjoy a dwelling;
 - d. Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Act.

II. ACTION ITEMS

2. Before determining that a dwelling occupied by, or designated or intended for

occupancy by, persons with disabilities constitutes a "community residential home" as currently defined in Section 10.2 of the County Zoning Ordinance:

- a. The County agrees to notify in writing the record owner of the dwelling for persons with disabilities that the County proposes to classify the dwelling as a community residential home, and allow the record owner twenty (20) days from receipt of the notification within which to provide any information and documents challenging the County's proposed classification;
- b. Following receipt of any such information or documents from the record owner, if the County still proposes to classify the dwelling as a community residential home, the County agrees to contact the State of Florida to determine, based on the information provided by the record owner and any information obtained by the County, whether the dwelling meets the definition of a "community residential home" as defined in Florida Statutes Chapter 419;
- c. The County agrees to notify in writing the record owner of the dwelling that it has contacted the State of Florida and that, upon request of the record owner, it will provide copies of any written documentation received from the State of Florida to the record owner within thirty (30) days of receipt of any response;
- d. If the State of Florida determines the dwelling is not a "community residential home" as defined in Florida Statutes Chapter 419, or if the State of Florida fails to respond to the County's inquiry within sixty (60) days, the County may appeal or challenge that determination, or otherwise exercise all rights available to it by law;
- e. If, following a determination by the State of Florida or a court of competent

jurisdiction that a dwelling is a "community residential home" as defined in Florida Statutes Chapter 419, the County issues a zoning determination that a dwelling occupied by, or designated or intended for occupancy by, persons with disabilities constitutes a "community residential home" as currently defined in Section 10.2 of the County Zoning Ordinance, the County agrees to promptly notify the record owner of the dwelling in writing of (1) the right to appeal any zoning determination related to its classification as a community residential home in accordance with the procedures outlined in the County's Zoning Ordinance, and (2) the right to request a reasonable accommodation.

3. From the date of judicial approval of this Settlement Agreement and throughout its term, if the County declines or rejects any request for a reasonable accommodation pursuant to Paragraph 5 below, the County will prepare detailed written findings explaining the specific grounds for declining the request. A copy of the County's written findings shall be provided to the person or persons making the request within twenty (20) days of the date on which the final decision was made.

4. The County shall designate a County employee as a Fair Housing Act Compliance Officer. The Officer shall have the responsibility to receive complaints of alleged housing discrimination against the County and coordinate the County's compliance with this Settlement Agreement. The Officer shall maintain copies of this Settlement Agreement, the HUD Complaint form, and the HUD pamphlet entitled "Are you a victim of housing discrimination?" (HUD official forms 903 and 903.1, respectively) and make these materials available free of charge to individuals upon request, including all persons making housing discrimination complaints to the County. The Compliance Officer shall have the additional responsibility of

advising County officials, departments, and agencies about zoning and land use decisions where Fair Housing Act issues are implicated, including but not limited to all decisions involving requests for rezoning and for reasonable accommodations to zoning and land use laws and procedures. In addition to attending the training described below, the Compliance Officer will be responsible for monitoring legal developments that may create new Fair Housing Act responsibilities for the County.

5. Within ninety (90) days of the date of judicial approval of this Settlement Agreement, the County agrees to update its written procedures for receiving and handling requests for reasonable accommodation with respect to the various land use or zoning laws, rules, policies, practices and/or procedures of the County as provided by the Fair Housing Act. These standards shall comply with the requirements of 42 U.S.C. §§ 3601 *et seq.*, and must include, at a minimum, provisions for (1) notice to persons with disabilities or their representatives of the right to request a reasonable accommodation, (2) receipt and processing of requests for reasonable accommodation, including time periods for processing requests, (3) forwarding completed requests to the Fair Housing Act Compliance Officer referenced in Paragraph 4 of this Settlement Agreement, (4) specific findings that must be made by the Compliance Officer to determine whether to recommend approval or denial of a request for reasonable accommodation, (5) appealing the denial of a request for reasonable accommodation, and (6) retaining written records of each request and subsequent decision pursuant to this Settlement Agreement. If the County proposes to change these written procedures, it shall first notify the United States with a copy of the proposed changes. If the United States does not deliver written objections to the County within sixty (60) days after receiving the proposed changes, the changes may be effected. If the United States makes any objections to the proposed

changes within the sixty (60) day period, the specific changes to which the United States objects shall not be effected until the objections are resolved.

6. The County shall continue to make any recommendations or decisions regarding grant funding either granted or administered by the County, its employees, or agents, in compliance with the Fair Housing Act.

III. FAIR HOUSING TRAINING

7. Within one hundred twenty (120) days of the date of judicial approval of this Settlement Agreement, the County will provide training on the requirements of this Settlement Agreement and the Fair Housing Act to the following County employees or agents, and their respective designees, who make recommendations or decisions on zoning matters or on the grant of federal, state, or county funding for housing for persons with protected disabilities: the Fair Housing Act Compliance Officer, the Zoning Administrator, the Assistant Zoning Administrator, the Manager of Planning and Development Services, the Manager of Planning, the Building Official, the Manager of Code Enforcement, the Manager of Community Housing, the Manager of the Office of Housing and Community Development, the Manager of Neighborhood Services, the Americans with Disabilities Act Compliance Officer, members of the Board of Zoning Appeals, and the Assistant County Attorney responsible for advising members of the Board of Zoning Appeals on the Fair Housing Act. This training will be provided in accordance with the following subparagraphs:

- a. The initial training shall be conducted in person by a qualified third party, subject to the approval of the United States. The trainer shall not be connected to the County or its officials, employees, agents, or counsel.
- b. The training shall be videotaped and shown to newly appointed or hired

individuals covered by this paragraph. The training of each new official or staff member shall take place within sixty (60) days of the date he or she commences service or employment.

- c. The County shall provide a copy of this Settlement Agreement to each person required to receive the Fair Housing Act training.
- d. The County shall provide to the United States, in the form of "Attachment A," certifications executed by each trainee confirming: (i) his or her attendance, (ii) the date of the training, and (iii) his or her receipt and comprehension of the Settlement Agreement.¹

IV. REPORTING AND RECORD KEEPING

8. Within thirty (30) days of the date of judicial approval of this Settlement Agreement, the County will notify the United States in writing of the name, address and telephone number of the Fair Housing Act Compliance Officer described in paragraph 4 above. Should the identity of the Fair Housing Act Compliance Officer change during the term of this Settlement Agreement, the County will, within thirty (30) days of the date of such change, notify the United States in writing of the name of the new officer and his or her contact information.

9. The County will prepare semi-annual compliance reports that detail all actions it has taken to fulfill its obligations under this Settlement Agreement. The County will submit its first report to the United States within six (6) months of the date of judicial approval of the Settlement Agreement, and subsequent reports every six (6) months thereafter for the duration of the Settlement Agreement, except that the final report will be delivered to the United States not

¹ All documents or other communications required by this Settlement Agreement to be sent to Counsel for the United States shall be addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W. - G Street, Washington, D.C. 20530, Attn: DJM 175-17M-472, or as otherwise directed by the United States.

less than sixty (60) days prior to the expiration of the Settlement Agreement.

10. The County will include, or will make available as provided in the subparagraphs below, the following information in the compliance report:

- a. The name, address, and telephone number of the Fair Housing Act Compliance Officer, described above, as of the date of the report;
- b. Copies of the training certification forms referenced above, signed after the preceding compliance report was issued;
- c. Any written complaint received subsequent to the preceding report alleging discrimination in housing, including discrimination in zoning or land use actions or practices, because of a disability. The County shall indicate any action it took in response to the complaint, and shall provide all pertinent documents, including a copy of the complaint, any documents filed with the complaint, and any written response to the complaint by the County;
- d. A list of requests by persons with disabilities or their representatives for zoning determinations, special exceptions or reasonable accommodations because of rights protected by the Fair Housing Act. The list will indicate: (1) the date of the request, (2) the name of the person making the request, (3) the current street address of the person making the request, (4) the street address of the subject property, (5) the County's decision(s) regarding the matter, including any decision on appeal, (6) the reasons for the decision, including a summary of the facts upon which the County relied, and (7), in the event of a vote by County officials regarding the request, complete copies of the minutes of all related meetings or hearings that preceded or accompanied the vote;

- c. A list of any dwellings that the County has proposed to classify as a "community residential home" pursuant to Paragraph 2 of this Settlement Agreement. The list will indicate: (1) the date of the proposed classification, (2) the name of the owner of the dwelling, (3) the current street address of the owner of the dwelling, (4) the street address of the subject property, (5) the County's decision(s) regarding the matter, including any decision on appeal, (6) the reasons for the decision, including a summary of the facts upon which the County relied, (7) copies of any determinations by the State of Florida or a court of competent jurisdiction that a dwelling is a community residential home and any subsequent appeals or challenges to that determination, and (8), in the event of a vote by County officials regarding the request, complete copies of the minutes of all related meetings or hearings that preceded or accompanied the vote;
- f. A copy of written findings issued by the County pursuant to Paragraph 3 of this Settlement Agreement regarding requests received after the County's last compliance report was issued;
- g. If requested, the County agrees to make available all documents presented in support or in lieu of oral testimony offered by members of the public prior to, during, or following any hearing held in relation to:
 - i. zoning requests regarding dwellings for persons with disabilities that were denied by: (1) the Planning and Development Services Department, (2) the Zoning Administrator, (3) the Board of Zoning Appeals, or (4) the Board of County Commissioners, and
 - ii. a determination that a dwelling is a "community residential home";

h. The County agrees to notify the United States of any changes to the Sarasota County Zoning Ordinance relating to or affecting any housing for persons with disabilities enacted after the County's last compliance report was issued. The County agrees to make copies available to the United States upon request.

11. Throughout the term of this Settlement Agreement, the County will retain all records relating to implementation of all provisions of this Settlement Agreement. The United States will have the opportunity to inspect and copy at a reasonable time any such records after giving reasonable notice to Counsel for the County.

**V. SETTLEMENT AGREEMENT BETWEEN
PRIVATE PLAINTIFFS AND THE COUNTY**

12. Tracey P., Richard A., Gerard O., Renaissance Manor, Inc., and Coastal Behavioral Healthcare, Inc. ("Private Plaintiffs") have reached a mutually satisfactory resolution of their dispute with the County as set forth in the Settlement Agreement Between Private Plaintiffs and the County. The resolution addresses the future use of the Sevilla Street houses.

VI. MONETARY PROVISIONS

13. Private Plaintiffs and the County have agreed to a monetary provision as set forth in the Settlement Agreement between Private Plaintiffs and the County in Case No. 05-cv-0927-JDW-EAJ for the Private Plaintiffs to use for the benefit of persons in recovery from substance abuse and alcohol addiction and individuals with mental illness.

VII. BENEFIT OF THE PUBLIC INTEREST

14. Within ten (10) days of the date of judicial approval of this Settlement Agreement, the County will pay \$10,000 to the United States for the benefit of the public interest. The sum shall be paid by submitting to Counsel for the United States a check made payable to the "United States of America."

VIII. JURISDICTION AND SCOPE OF SETTLEMENT AGREEMENT

15. The parties stipulate that the Court has personal jurisdiction over the County for purposes of this Settlement Agreement and subject matter jurisdiction over the United States' claims in this action.

16. This Settlement Agreement will remain in effect for a period of four (4) years from the date of judicial approval. Upon judicial approval of this Settlement Agreement, the Court will dismiss the case with prejudice. The Court shall retain jurisdiction over the action for the duration of the Settlement Agreement for the purpose of enforcing its provisions and terms.

17. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Settlement Agreement before bringing such matters to the Court for resolution. However, in the event of a failure by the County to perform in a timely manner any act required by this Settlement Agreement, or otherwise to act in conformance with any provision thereof, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

IX. TIME FOR PERFORMANCE

18. Within ten (10) days of the date of execution of this Settlement Agreement, the United States and the County will jointly file in the United States District Court for the Middle District of Florida a Joint Motion to Approve and Order the Settlement Agreement between the United States and Sarasota County.

19. Any time limits for performance imposed by this Settlement Agreement may be extended by mutual agreement of the parties in writing.

X. RELEASE

20. The United States and the County agree that this Settlement Agreement constitutes a full and fair resolution of the United States' claims in this action and any claims which the United States could have brought based on the facts alleged in the United States' complaint.

For the United States:

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ATTEST:
**KAREN E. RUSHING, Clerk of
the Circuit Court and
Ex-Officio Clerk of the Board
of County Commissioners of
Sarasota County, Florida.**

By: *Paula J. Montoya*
Deputy Clerk

Date: 10/22/2007

For Sarasota County:

By: *Nora Patterson*
NORA PATTERSON, Chairman
of the Board of County
Commissioners

Date: 10-24-2007

APPROVED AS TO FORM AND CORRECTNESS
[Signature]
COUNTY ATTORNEY

ATTACHMENT A

CERTIFICATION OF ATTENDANCE AT FAIR HOUSING ACT TRAINING

I _____, certify that I have attended the training provided by Sarasota County, Florida on _____ (date of training) pursuant to Section III of the Settlement Agreement entered in United States v. Sarasota County, Florida, Civil Action 8:05-cv-927-T- 27EAJ (M.D. Fla.). I further certify that I have read and understand the aforementioned Settlement Agreement.

(Signature)

(Print name)

(Title)

(Date)

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
Tampa Division

TRACEY P., RICHARD A.,
GERARD O., RENAISSANCE MANOR, INC.,

Plaintiffs,

vs.

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SARASOTA COUNTY,
JOSEPH and MARIA SERNA,

Defendants.

Consolidated with

UNITED STATES OF AMERICA,

Plaintiff,

and

COASTAL BEHAVIORAL HEALTHCARE, INC.,

Plaintiff-Intervenor,

vs.

SARASOTA COUNTY, FLORIDA,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE
BETWEEN PRIVATE PLAINTIFFS AND SARASOTA COUNTY

This Settlement Agreement and General Release is entered into as of this 24th day of October, 2007 between Tracey P., Richard A., Gerard O., Renaissance Manor, Inc. and Coastal Behavioral Healthcare, Inc. ("Private Plaintiffs"), Sarasota County (the "County") and Coastal Renaissance Behavioral Health Services, Inc. (collectively, the "Parties").

WHEREAS, Tracey P., Richard A., Gerard O., and Renaissance Manor, Inc filed suit

against the County under the Fair Housing Act and Americans With Disabilities Act in the United States District Court for the Middle District of Florida on or about May 16, 2005, in a case captioned Tracey P., et al. v. Sarasota County, et al., Case No. 8:05-CV-927-T-27EAJ ;

WHEREAS, Coastal Behavioral Healthcare, Inc. joined in a separate suit against the County in the United States District Court for the Middle District of Florida on or about September 14, 2006, in a case captioned United States, et al. v. Sarasota County, Case No. 8:06-CV-01221-JDW-EAJ;

WHEREAS, the United States District Court for the Middle District of Florida consolidated Case No. 8:05-CV-927-T-27EAJ and Case No. 8:06-CV-01221-JDW-EAJ (collectively, the "Litigation");

WHEREAS, the Litigation related to a dispute regarding the zoning of six houses known as "Tammi House" located at 403 Sevilla Street, 405 Sevilla Street, 410 Sevilla Street, 413 Sevilla Street, 414 Sevilla Street, and 417 Sevilla Street in North Port, Florida (collectively, the "Sevilla Street Houses").

WHEREAS, the Parties desire to avoid costly and protracted litigation and have voluntarily agreed to settle all of the claims and differences between them fully and finally on an amicable basis and without a trial or adjudication of any issues of fact or law;

WHEREAS, the Parties agree that this Settlement Agreement is entered into to serve the residents of Sarasota County and for the benefit persons in recovery from substance abuse and alcohol addiction and individuals with mental illness;

WHEREAS, the Parties agree that this Settlement Agreement does not constitute an admission that the County violated the Fair Housing Act, Americans with Disabilities Act, or intentionally discriminated in any manner;

WHEREAS, the Parties agree that they knowingly and voluntarily executed this Settlement Agreement after having the opportunity to secure the advice of competent legal counsel of their choosing;

WHEREAS, the effective date of this Settlement Agreement is October 25, 2007 ("Effective Date");

NOW THEREFORE, in consideration of the foregoing and of the mutual understandings set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. MONETARY PROVISIONS

The County agrees to provide Renaissance Manor, Inc., Coastal Behavioral Healthcare, Inc., and Coastal Renaissance Behavioral Health Services, Inc. with a monetary contribution to be used to benefit persons in recovery from substance abuse and alcohol addiction and persons with mental illness. This monetary contribution will be in the total amount of Seven Hundred and Fifty Thousand Dollars (\$750,000) and will be paid as follows:

- (a) By November 5, 2007, the County will pay Three Hundred Thousand United States Dollars (\$300,000);
- (b) By January 5, 2008, the County will pay an additional Two Hundred and Fifty

Thousand United States Dollars (\$250,000);

(c) By October 10, 2008, the County will pay an additional Two Hundred Thousand United States Dollars (\$200,000).

The above payments shall be wired to the Private Plaintiffs to the following bank account: Wachovia Bank, ABA # 063000021, A/N 2155001124388.

2. USE OF THE SEVILLA STREET HOUSES

The Parties agree that, by January 4, 2008, Renaissance Manor, Inc. (including it and all of its predecessors, successors, parents, subsidiaries, heirs, and assigns, and all of the past, present, and future officers, directors, stockholders, agents, attorneys, insurers, servants, representatives, employees, affiliates, and partners) (hereinafter collectively, "Renaissance Manor"), Coastal Behavioral Healthcare, Inc. (including it and all of its predecessors, successors, parents, subsidiaries, heirs, and assigns, and all of the past, present, and future officers, directors, stockholders, agents, attorneys, insurers, co-insurers, representatives, employees, affiliates, and partners) (hereinafter collectively, "Coastal Behavioral") and Coastal Renaissance Behavioral Health Services, Inc. (including it and all of its predecessors, successors, parents, subsidiaries, heirs, and assigns, and all of the past, present, and future officers, directors, stockholders, agents, attorneys, insurers, co-insurers, representatives, employees, affiliates, and partners) (hereinafter collectively, "Coastal Renaissance") will take all necessary steps to effectuate the following terms such that the Sevilla Street Houses may be used as sober housing for persons with disabilities including those in recovery from substance abuse and alcohol addiction and individuals with mental illness as follows:

- a. The collection of six Sevilla Street Houses operating together as one unit known as the "Tammi House" will cease all current operations.
- b. Each of the Sevilla Street Houses will be independent of one another and will be used for residential purposes only.
- c. The structures and facilities of any one of the Sevilla Street Houses will not be used by or made available to residents of any of the other Sevilla Street Houses for functions, events, or gatherings organized by Renaissance Manor, Coastal Behavioral, or Coastal Renaissance for the benefit of the residents of the Sevilla Street Houses.
- d. Renaissance Manor will move and maintain its offices off-site from the Sevilla Street Houses and will not have offices at the Sevilla Street Houses.

3. SERVICES TO THE RESIDENTS OF THE SEVILLA STREET HOUSES

The Parties agree that, by January 4, 2008, Renaissance Manor, Coastal Behavioral and Coastal Renaissance will further take all necessary steps to effectuate the following terms:

- a. Renaissance Manor will provide leasing and property maintenance services to the six Sevilla Street Houses. The duties Renaissance Manor may perform to serve as a lessor or leasing agent include collecting rent, performing property maintenance and property management, and conducting property inspections as necessary.
- b. As part of the responsibilities set forth in Paragraph 3(a), Renaissance Manor may establish rules of tenancy common to all of the residents of the Sevilla Street

Houses in its leases (e.g., (i) no drinking, (ii) no use of drugs, and (iii) no gambling).

- c. The residents of each one of the Sevilla Street Houses may independently impose and enforce rules for sober living for each of their respective homes that are consistent with common rules of tenancy established by Renaissance Manor. Only the residents may impose and enforce these rules and not Renaissance Manor.
- d. The residents of each of the Sevilla Street Houses may select one of the residents of their Sevilla Street House to serve as the house manager for their independent house. Any selected house manager of the Sevilla Street Houses may provide life skills and case management services to the residents on-site in their respective homes if requested to do so by the other residents of that Sevilla Street House.
- e. Renaissance Manor is permitted to continually train and meet with any house managers at a location off-site. Nothing shall preclude Renaissance Manor from inquiring with a house manager about problems developing in any of the Sevilla Street Houses. The selected house managers will not be agents or employees of Renaissance Manor, Coastal Behavioral, or Coastal Renaissance.
- f. There will be no lock-outs of residents of the Sevilla Street Houses, except for situations where the residents' health or safety is compromised.
- g. Renaissance Manor may provide transportation to the residents of the Sevilla Street Houses.

- h. Except as set forth herein, Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not provide any oversight of the residents of the individual Sevilla Street Houses. For example, Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not provide any on-site drug testing of any of the residents, or on-site dispensation of medication to the residents of the Sevilla Street Houses.
- i. Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not provide or facilitate any group substance abuse education or counseling on-site at any of the Sevilla Street Houses.
- j. Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not provide or facilitate any individual substance abuse education or counseling on-site at any of the Sevilla Street Houses, except as set forth below in subparagraphs (l) and (m) below.
- k. Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not provide any life skills services on-site at any of the Sevilla Street Houses.
- l. Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not provide any case management services on-site at the Sevilla Street Houses except as follows: (i) Renaissance Manor may provide training in case management services to each house manager off-site from the Sevilla Street Houses as set forth in Paragraph 3(e) above and (ii) Coastal Behavioral may provide FACT team case management services to FACT team clients as required by an existing State or

Federal obligation.

- m. Renaissance Manor, Coastal Behavioral, and Coastal Renaissance will not provide any psychiatric or mental health services on-site for residents of the Sevilla Street Houses, except for residents who are clients of the FACT team as required by an existing State or Federal obligation.
- n. The residents of the independent Sevilla Street Houses are permitted to hold Alcoholics Anonymous and Narcotics Anonymous meetings on-site. Any such on-site Alcoholics Anonymous and Narcotics Anonymous meetings may not be advertised to the general public but residents of any of the Sevilla Street Houses may attend Alcoholics Anonymous or Narcotics Anonymous meetings at another of the Sevilla Street Houses. While these meetings are not open to the general public, residents of the Sevilla Street Houses are permitted to invite (i) guests on an intermittent basis and (ii) their AA or NA sponsors.
- o. Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not organize or facilitate any of the on-site Alcoholics Anonymous and Narcotics Anonymous meetings described in Paragraph 3(n) above.
- p. The residents of the independent Sevilla Street Houses may choose to have speakers at their on-site Alcoholics Anonymous and Narcotics Anonymous meetings. Renaissance Manor employees (including Sharon Mays Tremain) may attend in that capacity as long as the employee is not serving as a counselor, therapist, or provider of substance abuse or addiction services, is not facilitating

the meetings, and is not compensated for the employee's attendance at, or participation in, the meetings.

- q. Renaissance Manor, Coastal Behavioral and Coastal Renaissance will not rely on the experience or qualifications of Sharon Mays Tremain in any application for federal, state, or county grant funding for the Sevilla Street Houses.

4. NO EXPANSION OF OPERATION

Renaissance Manor, Coastal Behavioral and Coastal Renaissance shall not expand or add another sober house to the Sevilla Street Houses on Sevilla Street or expand the clustered house model to other sites in Sarasota County.

5. RECORD KEEPING AND REPORTING

Renaissance Manor, Coastal Behavioral and Coastal Renaissance agree to provide semi-annual written reports to the County verifying that (a) each resident of the Sevilla Street Houses has entered into at least a month-to-month tenancy agreement and (b) each resident of the Sevilla Street Houses occupied by more than four (4) unrelated persons is a person with a disability as defined in the Fair Housing Act. Renaissance Manor, Coastal Behavioral and Coastal Renaissance will submit their first report within sixty (60) days of the Effective Date of this Settlement Agreement, and subsequent reports every six (6) months thereafter.

6. COMPLIANCE WITH ZONING

If the terms of this Settlement Agreement are complied with and Plaintiffs submit a satisfactory first report as set forth in Paragraph 5 above, within thirty (30) days after receipt of that satisfactory first report, the County will provide a letter to Renaissance Manor, Coastal

Behavioral and Coastal Renaissance that the use of the Sevilla Street Houses as set forth in this Settlement Agreement is permitted and that the Sevilla Street Houses are currently in compliance with the County's Zoning Ordinance. The County thereafter shall issue similar zoning letters to Renaissance Manor and/or Coastal Behavioral upon request and continued compliance with the terms of this Settlement Agreement.

7. FUTURE CONDUCT TOWARD THE PARTIES

(a) The Parties agree not to make malicious or defamatory statements to one another and will refrain from making any malicious or defamatory statements to any third party, including the press, about one another.

(b) The County agrees to treat the Private Plaintiffs within the grant process fairly and equally to all other grant applicants. The County will not take any action to interfere, harass, retaliate, or intimidate a Party to this Settlement Agreement.

8. ATTORNEYS' FEES AND COSTS

Each party is to bear its own attorneys' fees and costs arising from the Litigation.

9. COURT APPROVAL AND DISMISSAL

(a) Within five (5) days of Effective Date of this Settlement Agreement, the Parties shall file with the United States District Court for the Middle District of Florida a Joint Motion to Approve the Settlement Agreement and Release between Private Plaintiffs and Sarasota County. This Settlement Agreement only becomes effective upon judicial approval of both this Settlement Agreement and the Settlement Agreement with the United States referenced in Paragraph 25 below.

(b) Upon judicial approval of this Settlement Agreement, the Court will dismiss the case with prejudice. The Court shall retain jurisdiction as set forth in Paragraph 19 for the purpose of enforcing the provisions and terms of the Settlement Agreement.

(c) Within ten (10) days of the Court's granting the Joint Motion to Approve the Settlement Agreement and Release, Renaissance Manor and Coastal Behavioral, by and through their counsel, shall file with the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida a Notice of Voluntary Dismissal with Prejudice as to all of matters relating to Case No. 2004-CA-010745-NC.

10. RELEASE

a. Release of the County. Private Plaintiffs and Coastal Renaissance, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by and with the advice of counsel, do hereby release, remise, discharge, and forever acquit the County, its agents, directors, employees, officers, managers, contractors, representatives, and attorneys from any and all known claims, causes of action, suits, debts, sums of money, accounts, bills, liabilities, invoices, contracts, controversies, agreements, damages, attorneys' fees, and obligations of any nature whatsoever, that Private Plaintiffs may have had against the County from the beginning of time to the date of execution of this Settlement Agreement.

b. Release of Private Plaintiffs. The County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by and with the advice of counsel, do hereby release, remise, discharge, and forever acquit Private Plaintiffs and Coastal Renaissance, their partners, trustees, beneficiaries, employees, sureties, contractors, representatives, successors, assigns, agents and attorneys from any and all known claims, causes of

action, suits, debts, sums of money, accounts, bills, liabilities, invoices, contracts, controversies, agreements, damages, attorneys' fees, and obligations of any nature whatsoever, that the County may have had against the Private Plaintiffs from the beginning of time to the date of execution of this Settlement Agreement.

11. WAIVER OF STATUTORY OR COMMON LAW RIGHTS

The Parties hereby knowingly waive the benefits of any statutory or common law provision that provides, in sum or substance, that a settlement or release does not or cannot extend to claims or disputes of which a party does not know.

12. SURVIVAL OF SETTLEMENT AGREEMENT

Notwithstanding the Parties' respective releases, all agreements, representations, warranties, rights, and obligations of the Parties under this Settlement Agreement shall survive the execution and delivery of this Settlement Agreement and are not released by this Settlement Agreement.

13. NO ADMISSION OF LIABILITY

Nothing contained in this Settlement Agreement shall be construed as an admission of liability or as an admission against interest by either of the Parties.

14. AUTHORITY

The Parties hereby expressly represent and warrant to each other that they have entered into this Settlement Agreement voluntarily and with proper authority. The Parties acknowledge that the only consideration for this Settlement Agreement is expressly set forth within this Settlement Agreement and no further inducements or representations have been exchanged in

connection herewith. The Parties further hereby acknowledge that each Party has had adequate time to reflect upon, consider, and consult with legal counsel concerning the terms of this Settlement Agreement. The Parties further agree that this Settlement Agreement is not the result of fraud, duress, coercion, or undue influence on the part of either Party or its counsel.

15. MUTUAL DRAFTING

The Parties agree that: (1) each Party to this Settlement Agreement has reviewed and revised this Settlement Agreement and, accordingly, the normal rule of construction (to the effect that any ambiguities are to be resolved against the drafting Party) will not be employed in any interpretation of this Settlement Agreement; (2) if any part, term, or provision of this Settlement Agreement shall to any extent be declared unenforceable or illegal by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected thereby, and each part, term, or provision of this Settlement Agreement (including, but not limited to, any enforceable and legal portion of the challenged part, term, or provision) shall be valid and enforceable to the fullest extent permitted by law; and (3) to the extent that a court of competent jurisdiction determines that one or more provisions of the Settlement Agreement are vague, ambiguous, or conflict, the Parties agree that the Court should construe or apply the provisions so as to carry out the Parties' intent of resolving all of their disputes and liabilities.

16. BINDING ON PARTIES IN INTEREST

The Parties agree that this Settlement Agreement, including all releases, shall be binding upon and/or inure to the benefit of the Parties, their successors, predecessors, alter-egos, agents, affiliates, parent corporations, subsidiaries, officers, shareholders, and assigns and any third party claiming any right through a Party.

17. ASSIGNMENT

Neither Private Plaintiffs nor Coastal Renaissance nor the County may assign or transfer any obligation or duty under this Settlement Agreement to any other person or entity except upon the prior written consent of all other parties to this Settlement Agreement.

18. AMENDMENT

This Settlement Agreement may be amended or modified only by a written agreement signed by all Parties, but any such amendment or modification shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement unless so specified.

19. JURISDICTION AND SCOPE OF SETTLEMENT AGREEMENT

(a) The Parties stipulate that the United States District Court for the Middle District of Florida has personal jurisdiction over the Private Plaintiffs and the County for purposes of this Settlement Agreement.

(b) The Parties stipulate that the Court shall retain jurisdiction over the action for a period of four (4) years for the purpose of enforcing its provisions and terms. Thereafter, the Settlement Agreement shall remain in full force and effect.

(c) The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Settlement Agreement before bringing such matters to the Court for resolution. However, in the event of a failure by either party to perform in a timely manner any act required by this Settlement Agreement, or otherwise to act in conformance with any provision thereof, the complying party may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring

performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform. Such remedies shall be within the discretion of the Court and are not mandatory.

20. ENTIRE AGREEMENT

This Settlement Agreement embodies the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Settlement Agreement supersedes all prior agreements and understandings between the Parties with respect to the specific claims contemplated by this Settlement Agreement.

21. COUNTERPARTS

This Settlement Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures obtained by facsimile or electronic transmission will be enforceable as original signatures.

22. HEADINGS

The headings used in this Settlement Agreement are for convenience only and shall not limit or expand the meaning of the Settlement Agreement's provisions.

23. NOTICES AND CORRESPONDENCE

All notices and correspondence shall be sent by either Party to the other in all matters dealing with this Settlement Agreement, by certified mail or overnight courier, at the following addresses:

- (a) For Renaissance Manor, Tracey P., Richard A., and Gerard O.:

Julian Scott Eller
Renaissance Manor, Inc.
1401 16th Street
Sarasota, Florida 34236

- (b) For Coastal Behavioral:

Jerry Thompson
Coastal Behavioral Healthcare, Inc.,
1565 State Street
Sarasota, Florida 34236

- (c) For Coastal Renaissance:

Jerry Thompson
Coastal Behavioral Healthcare, Inc.,
1565 State Street
Sarasota, Florida 34236

- (d) For Sarasota County:

County Administrator
Sarasota County Administration Building
1660 Ringling Blvd.
Second Floor
Sarasota, FL 34236

or any other address timely provided by written notice to the other Party.

24. FLORIDA LAW TO APPLY

This Settlement Agreement shall be construed and enforced pursuant to the laws of the State of Florida (excluding its choice of law rules).

25. SETTLEMENT WITH THE UNITED STATES

The United States has reached a mutually satisfactory resolution of its dispute with the County as set forth in the Settlement Agreement between the United States and the County.

10/23/2007 TUE 9:17 FAX 941 927 6315 Coastal Behavioral

002/002

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, set their hands to this Settlement Agreement on the dates indicated below.

RENAISSANCE MANOR, INC.

By: _____ (Seal) Date: _____
Julian Scott Eller, Executive Director and
Chief Executive Officer

Witness: _____ (Seal)

COASTAL BEHAVIORAL HEALTHCARE, INC.

By: Jerry Thompson (Seal) Date: 10.23.07
Jerry Thompson, Chief Executive Officer

Witness: Debbie Berry (Seal)

COASTAL RENAISSANCE BEHAVIORAL
HEALTH SERVICES, INC.

By: Jerry Thompson (Seal) Date: 10.23.07
Jerry Thompson, Chief Operating Officer

Witness: Debbie Berry (Seal)

Tracey P. (Seal) Date: _____

Witness: _____ (Seal)

Richard A. (Seal) Date: _____

Witness: _____ (Seal)

OCT-23-2007(TUE) 14:47

RENAISSANCE MANOR

(FAX)9419550520

P. 001/002

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, set their hands to this Settlement Agreement on the dates indicated below.

RENAISSANCE MANOR, INC.

By: [Signature] (Seal)
Julian Scott Eller, Executive Director and
Chief Executive Officer

Date: 10/23/2007

Witness: [Signature] (Seal)

COASTAL BEHAVIORAL HEALTHCARE, INC.

By: _____ (Seal)
Jerry Thompson, Chief Executive Officer

Date: _____

Witness: _____ (Seal)

COASTAL RENAISSANCE BEHAVIORAL
HEALTH SERVICES, INC.

By: _____ (Seal)
Jerry Thompson, Chief Operating Officer

Date: _____

Witness: _____ (Seal)

Tracy P. (Seal)

Date: _____

Witness: _____ (Seal)

[Signature] (Seal)
Richard A.

Date: 10/23/07

Witness: [Signature] (Seal)

10/22/2007 08:09 19416376592

MEDICAL DEPT STORE

PAGE 02/03

IN WITNESS WHEREOF, the Parties, through their respective authorized representatives, set their hands to this Settlement Agreement on the dates indicated below.

RENAISSANCE MANOR, INC.

By: _____ (Seal) Date: _____
Julian Scott Eller, Executive Director and
Chief Executive Officer

Witness: _____ (Seal)

COASTAL BEHAVIORAL HEALTHCARE, INC.

By: _____ (Seal) Date: _____
Jerry Thompson, Chief Executive Officer

Witness: _____ (Seal)

COASTAL RENAISSANCE BEHAVIORAL
HEALTH SERVICES, INC.

By: _____ (Seal) Date: _____
Jerry Thompson, Chief Operating Officer

Witness: _____ (Seal)

 _____ (Seal) Date: 10/23/07
Tracey P.

Witness:  _____ (Seal)

_____ (Seal) Date: _____
Richard A.

Witness: _____ (Seal)

OCT-23-2007(TUE) 14:47 RENAISSANCE MANOR
10/23/2007 13:21 9413664188
OCT-23-2007(TUE) 13:10 RENAISSANCE MANOR

(FAX)9419550520
RENAISSANCE MANOR
(FAX)9419550520

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Gerald J. O'Brien (Seal) Date: 10-23-07
Governor O.
Witness: [Signature] (Seal)

SARASOTA COUNTY

By: Nora Patterson (Seal) Date: 10-24-2007
Nora Patterson, Chairman of the
Board of County Commissioners
Witness: Paula J. Lentomas (Seal)

*4845771_y6

APPROVED AS TO FORM AND CORRECTNESS
[Signature]
COUNTY ATTORNEY