

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

BRIDGES OF AMERICA, INC.,

Petitioner,

vs.

DOAH Case Nos. 16-2183BID

DOAH Case Nos. 16-2184BID

DEPARTMENT OF CORRECTIONS,

FDC Case Nos. 16-57&16-58

Respondent.

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SETTLEMENT AGREEMENT

The State of Florida, Department of Corrections (“Department”) and Bridges of America, Inc. (“Bridges”), as specifically authorized by Section 120.57(4), Florida Statutes, hereby enter into this Settlement Agreement (“Agreement”) on the date the Agreement has been executed by all Parties as indicated below.

WHEREAS, on April 4, 2016, Bridges filed two formal written bid protests with the Department, which were referred to the Division of Administrative Hearings, as reflected in the above-styled, consolidated cases which are presently pending; and

WHEREAS, the Department and Bridges (“Parties”) have reached an amicable resolution of the consolidated cases;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. With respect to the Manatee County part of the Department’s Request for Proposal DC RFP-15-089, Substance Abuse Transition Re-Entry Center (SATREC) Programs in Manatee and Broward Counties (hereinafter “RFP”), Bridges will enter into a contract with the Department for the following at the Department owned facility located at 2104 63rd Avenue

Bradenton, Florida 34203: (a) eighty-four (84) Substance Abuse Transition Re-Entry (“Transition”) Beds at \$52.00 per day; and (b) thirty-six (36) Work Release Beds at \$20.00 per day (“Bradenton Contract”). It is agreed that performance measure #4 from the RFP, Successful Discharges, will be changed from 60% to 70%. Bridges further agrees to provide criminogenic domain programming. Otherwise, the terms and conditions of the Bradenton Contract will be pursuant to the RFP. The initial term of the contract will be for two years, with up to three, one-year renewals permissible in accordance with Section 287.057(13), Florida Statutes.

2. With respect to the Broward County part of the RFP, the parties agree as follows:

a) Bridges will enter into a contract with the Department for the following: i) one hundred and twelve (112) Transition Beds at \$52.00 per day; and (ii) and thirty-eight (38) Work Release Beds at \$20.00 per day (“Broward Contract”). Services will no longer be provided by Bridges at the Department’s facility located at 5600 N.W. 9th Avenue Fort Lauderdale, Florida 33309 (“Broward site”), which the Department will utilize for whatever public purpose it deems appropriate. Instead, services will be provided at a facility owned by Bridges, located at 400 S.W. 2nd Street Pompano Beach, Florida 33060 (“Turning Point site”). It is agreed that performance measure #4 from the RFP, Successful Discharges, will be changed from 60% to 70%. Bridges further agrees to provide criminogenic domain programming. Otherwise, the terms and conditions of the Broward Contract will be based on the RFP, but the parties agree that reasonable revisions will need to be made to effect the change in location for the provision of services. The initial term of the Broward Contract will be for two years, with up to three, one-year renewals permissible in accordance with Section 287.057(13), Florida Statutes.

b) The Broward Contract will provide for payment of 100% of the 112 Transition Beds and 38 Work Release Beds, whether occupied or not, for the first three months of the contract as a phase one transition period. Bridges will use the time for the phase one transition to renovate the Turning Point site to meet the requirements for the use of the property for Transition

Beds. During the phase one transition period, Bridges will have access to the kitchen facilities at the Broward site. The phase two transition period will be for months four through six of the Broward Contract, during which time Bridges will be phasing in the Transitional Beds. The phase two transition period may be extended at the Department's discretion for an additional three months upon a showing of good cause. Beginning with the phase two transition period, the Broward Contract will be subject to the 80% minimum in accordance with the terms of the RFP. The Turning point site must be fully operational for Transition Beds after the phase two transition period. During the transition periods, Bridges will continue to provide services for ninety-nine Work Release Beds, as are currently provided for in Contract C2841, the Turning Point Bridge, until those beds are individually replaced by Transition Beds.

c) Further, the Broward Contract may be increased by up to another fifty Work Release Beds in the event Bridges successfully passes a Department Security Audit. For said increase to occur, Bridges agrees to provide habitable living space for the number of inmates residing at the facility in compliance with current Florida Statutes. In addition, Bridges must agree to provide reasonable program space and comply with the program requirements as set forth in the RFP. The Department reserves the right to inspect and approve the program space prior to the commencement of services and any subsequent increase in program beds.

d) In order to permit the above services to be provided at the Turning Point facility, the parties agree that the current contract for the Turning Point site, Contract C2841, will be terminated by mutual agreement effective May 17, 2017. Bridges represents that it has full and actual authority to agree to the mutual termination of Contract C2841.

e) The Department agrees to purchase the portables currently located at the Broward site based on their fair market value as determined by the Parties through mutual agreement. In the event the Parties are unable to agree upon a fair market value for the portables, each Party shall select an individual qualified to appraise the fair market value of the portables. Such

individuals shall attempt to reach agreement as to the fair market value of the portables. In the event the two individuals are unable to reach agreement as to the fair market value, the two individuals shall mutually select a third individual qualified to appraise the fair market value of the portables. The third individual's estimate of the fair market value shall be binding on the Parties. Each Party shall be responsible for the costs of hiring and paying for the qualified individual selected by the Party. In the event a third qualified individual must be selected, the Parties shall share equally in the costs of hiring and paying the third qualified individual.

3. Bridges will dismiss its formal bid protests (Case Nos. 16-2183BID and 16-2184BID) pending before the Division of Administrative Hearings, with prejudice, within one business day of full execution of this Settlement Agreement ("Agreement").

4. Following the dismissal of the Petition by Bridges and return of jurisdiction of this matter to the Department, the Department will proceed with entering a Final Order reflecting that the parties have reached an amicable resolution of this matter, and that Bridges' protests are being dismissed with prejudice in accordance with the terms of this Agreement.

5. By executing and fulfilling the terms of this Agreement, each Party acknowledges that it has received reasonable and valuable consideration from the other, in full satisfaction of any obligations owed it, and each Party agrees to fully, finally and forever release and discharge the other Party, including its officers, agents, and employees, from any action arising out of or in any way related to this Agreement.

6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument. In addition, a faxed or emailed signed copy of this Agreement shall be effective as an original.

7. Each party will bear its own respective attorney's fees and costs incurred in this matter.

8. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and in the event a court finds any particular provision invalid, this Agreement shall be construed in all respects as if such invalid provision were omitted and were not a part of this Agreement.

9. This Agreement contains the entire understanding of the Parties and supersedes any and all previous verbal or written understanding or agreement. This Agreement shall become effective on the date upon which it is fully executed by all the parties, and shall not be modified or amended except by written instrument executed by the Parties.

10. This Agreement shall be construed and enforced under the laws of the State of Florida, and the Parties consent to Tallahassee, Leon County, Florida, as the proper venue for any actions that may be brought under this Agreement.

11. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, successors, and assigns, upon execution by the Parties.

12. Each of the Parties agrees to execute any additional documentation or instruments as are necessary to carry out the intent and purpose of this Agreement.

For Bridges:

Date: 5/11/16

Lori Costantino Brown

Lori Costantino-Brown, CEO
Bridges of America, Inc.
2001 Mercy Drive
Orlando, Florida 32808

For Respondent:

Date: 5/11/16

Julie Jones

JULIE L. JONES, Secretary
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500

Approved as to form and legality,
subject to execution:

Kenneth S. Stealy
Kenneth S. Stealy, General Counsel
Florida Department of Corrections