

UNITED STATES DEPARTMENT OF LABOR
BOARD OF CONTRACT APPEALS
WASHINGTON, D.C. 20036

In the Matter of

AURORA ASSOCIATES, INC.,
Appellant

Case No. 87-BCA-6

Contract No. S-JC-908-30

MOTION TO DISMISS

The parties have reached a settlement in accordance with the terms of the attached agreement, and therefore jointly request a dismissal of the case with prejudice.

Respectfully submitted,

CHARLES D. RAYMOND
Associate Solicitor for
Employment and Training
Legal Services

HARRY L. SHEINFELD
Counsel for Litigation
By: Charles F. James
Attorney

U.S. Department of Labor
Office of the Solicitor,
Room N-2101
200 Constitution Ave., N.W.
Washington, D.C. 20210
Tel. No. (202) 357-0065

U.S. Department of Labor
Office of
Administrative Law
Judges

GRANTED

By Order of

Glenn R. Lawrence
ADMINISTRATIVE LAW JUDGE
Member of the Board of
Contract Appeals

Date: Sep. 28, 1988

UNITED STATES DEPARTMENT OF LABOR
BOARD OF CONTRACT APPEALS
WASHINGTON D.C. 20036

In the Matter of

AURORA ASSOCIATES INC.,
Appellant

Case No. 87-BCA-6

Contract-No. 5-JC-908-30

SETTLEMENT AGREEMENT

This agreement is entered into between the Contract Officer, United States Department of Labor, and Aurora Associates, Inc. (Aurora), by its President.

1. By final decision dated February 6, 1987, the Contract Officer disallowed a total of \$72,774 in costs under the referenced contract, of which \$70,736 was determined to be subject to debt collection.

2. Aurora timely appealed the final decision and the matter is pending before the Department of Labor Board of Contract Appeals as Case No. 87-BCA-6.

3. Aurora subsequently submitted additional documentation addressing Findings V (miscellaneous receipts not offset against program expenditures), VI (unsupported residential and administrative expenses), VII (unsupported food expenses), VIII (excess reported subcontractor payroll and fringe benefit costs), XI (excess reported training costs), XI (excess reported equipment costs), and XII (excess reported GSA rental costs).

4. After consideration of the documentation submitted by Aurora the Contract Officer has allowed \$3,233 in costs under Finding VI, leaving \$386 disallowed and subject to debt collection under that finding, and has allowed the full \$2,463 in costs disallowed under Finding VII. Costs under Findings X, XI, and XII remain disallowed but not subject to debt collection since the overreported costs were returned by a subsequent reduction of claimed costs. Costs under Findings III, V and VIII remain disallowed and subject to debt collection. A summary of these adjustments is set forth below.

Summary of Allowed and Disallowed Costs

Finding No.	Disallowed Cost to Date	Allowed Per This	Remaining Disallowed Agreement Costs	Subject to Debt Collection
1	\$ 540	0	540	0
2	0	0	0	0
3	507	0	507	507
4	1,498	0	1,498	0
5	924*	924	0	924
6	3,619	3,233	386	386
7	2,463	2,463	0	0
8	2,518	0	2,518	2,518
9	0	0	0	0
10	14,001	0	14,001	0
11	20,004	0	20,004	0
12	<u>26,682</u>	<u>0</u>	<u>26,682</u>	<u>0</u>
	<u>\$72,756</u>	<u>\$6,620</u>	<u>\$66,136</u>	<u>\$4,335</u>

5. The amount due and owing the Department of Labor is reduced to \$4,335, which amount constitutes an established debt by Aurora not subject to further review by any administrative Board or Court.

6. The sum of \$4,335, if paid by Aurora from non-federal sources and in accordance with the terms set out in paragraph 7, below, will be accepted by the Department of Labor in full, final and complete settlement of the claim(s) against Aurora arising from the Final Decision.

7. The terms of payment shall be cashier's check, payable to the "U.S. Department of Labor", mailed to:

*/ The amount disallowed under Finding V in the Final Decision is incorrectly listed as 942. This discrepancy accounts for the difference of \$18.00 between the figure of \$72,774 for total disallowed costs in the Final Decision and the \$72,756 figure listed below.

Eugene Johnson
U.S. Department of Labor/ETA
Division of Audit, Closeout and
Appeals Resolution
200 Constitution Ave., N.W.,
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Washington, D.C. 20210

8. Interest on this debt shall accrue from the date of execution of this agreement, and shall be charged at the U.S. Treasury rate prevailing on that date. If the debt is paid before it becomes delinquent, which is thirty (30) days after the execution of this agreement, interest shall be waived. In the event that Aurora fails to repay the debt as set forth herein, nothing in this agreement shall prevent the Department of Labor from taking action in accordance with 31 U.S.C. 3711 et seq., 4 C.F.R. 101.1 et seq., and 29 C.F.R. part 20.

9. Nothing in this agreement shall limit Aurora's right to seek recovery of allowable, previously unreimbursed expenditures prior to closeout of the referenced contract.

10. Each party shall bear its own costs and neither Aurora, nor any representative of Aurora, shall seek funds under the Equal Access to Justice Act regarding any aspect of this matter.

11. This settlement agreement shall be the basis upon which the parties seek dismissal of Case No. 87-BCA-6 with prejudice.

The parties have executed this agreement effective as of the last date of signing below.

ROBERT WALKER
President
Aurora Associates, Inc.

Aug. 3, 1988
Date

CHARLES A. WOOD, JR.
Contact/Grant Officer
Chief, Division of Audit,
Closeout and Appeals
Resolutions

July 27, 1988
Date

CHARLES F. JAMES
Attorney

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