

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

In the Matter of

Pacific Educational
Foundation, Inc.

86-BCA-27

Contract No. JCC-15-2515-43

SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between the U.S. Department of Labor (Department), as represented by the Contracting Officer, and the Pacific Educational Foundation (contractor), as represented by its director.

WHEREAS, the Department and the contractor entered into Contract Number JCC-15-2415-43 under the Comprehensive Employment and Training Act, which together with any and all amendments, changes, modifications thereto are hereafter referred to as "the Contract";

AND WHEREAS, on June 19, 1986, the Contracting Officer issued a Final Decision, based on Audit Report No. 09-5-26103-370 covering the period September 28, 1982 through January 31, 1985, disallowing \$2,296.00 in costs;

AND WHEREAS, on July 10, 1986, Management and Training Corporation, a subcontractor acting on behalf of the contractor, appealed the final Decision to the Board of Contract Appeals, which docketed the case as No. 86-BCA-27;

AND WHEREAS, the parties desire to resolve this matter without the necessity of additional litigation.

THEREFORE, the parties hereby stipulate and agree as follows:

1. The Contracting Officer and the Contracting Officer's attorney have reviewed this case and the evidentiary documents submitted by the contractor, and have determined that, consistent with law and policy, it is in the best interest of the Government to accept the contractor's offer of \$550.00 in full satisfaction of the amount disallowed and now on appeal.

a. This amount is in satisfaction of specific amount

disallowed by the Contracting Officer in the Final Decision and only resolves the issues raised therein.

2. The contractor agrees to repay the Department \$550.00 upon the signing of this Settlement Agreement and this amount shall be from funds which are not allocable to or chargeable to any Federal grant or contract.

a. Payment under this Agreement shall be by certified check payable to the U.S. Department of Labor.

3. Upon any breach of this Settlement Agreement on the part of the contractor, the amount of \$2,296.00 plus interest, accrued from 30 days after the Final Decision, and any applicable penalty, processing and handling fees will be due for immediate payment.

4. In the event that the contractor defaults on repayment in violation of this Settlement Agreement, nothing in it shall prevent the Department from pursuing action against it 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.

5. Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

6. This Settlement Agreement shall be the basis upon which the parties shall seek dismissal of Case No. 86-BCA-27 with prejudice.

Dated: Sept. 16, 1986

Grace Jones
Director
Pacific Education
Foundation, Inc.

Dated: Oct. 2, 1986

Linda D. Kontnier
Contracting Officer
Employment and Training
Administration
U.S. Department of Labor

Dated:

Michael N. Apfelbaum
Attorney
Office of the Solicitor
U.S. Department of Labor