



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

GRANTED IN PART: May 15, 2007

CBCA 59, 60

PARAGON SYSTEMS, INC.,

Appellant,

v.

DEPARTMENT OF HOMELAND SECURITY,

Respondent.

Timothy Sullivan and Katherine S. Nucci of Thompson Coburn LLP, Washington, DC, counsel for Appellant.

Scarlett D. Grose, Office of the Principal Legal Advisor, Immigration and Customs Enforcement, Department of Homeland Security, Washington, DC, counsel for Respondent.

Before Board Judges **STERN**, **FENNESSY**, and **SOMERS**.

FENNESSY, Board Judge.

Paragon Systems, Inc. appealed two decisions of a contracting officer of the Department of Homeland Security regarding extra costs incurred for providing guard services in the State of Alabama. On April 18, 2007, the parties filed a joint motion for stipulated judgment and a settlement agreement that stated in part:

Respondent agrees to pay \$100,422.24 to Appellant as a price adjustment for the change to the contract in modification PC02, with appropriate CDA [Contract Disputes Act] interest to be calculated as of the date of payment.

....

The parties agree to file a Joint Motion for Stipulated Judgment with the CBCA requesting the Board to enter judgment consistent with the terms of this Settlement Agreement.

.....

Upon issuance of the judgment, Respondent will file the necessary paperwork to effect payment by the Department of Treasury's Judgment Fund. Appellant will provide any information needed for this purpose.

The parties also agreed that their settlement agreement constitutes a final resolution of the claims brought by appellant and is the basis for their request for dismissal of these appeals. The parties agree that such dismissal shall resolve all issues raised by these appeals and will foreclose any and all future litigation of issues raised by appellant in or related to these appeals.

The Board adopts the parties' settlement agreement and, therefore, these appeals are **GRANTED IN PART**. In accordance with the settlement agreement, the Board awards the sum of \$100,422.24, plus interest in accordance with the Contract Disputes Act, to be paid from the permanent indefinite judgment fund. 31 U.S.C. § 1304 (2000).

EILEEN P. FENNESSY
Board Judge

We concur:

JAMES L. STERN
Board Judge

JERI KAYLENE SOMERS
Board Judge