Memorandum

MIAMI-DADE COUNTY

Date: February 18, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 12(A)(1)

From: Honorable Carlos Alvarez
Mayor

George M. Burgess
County Manager

Robert A. Cuevas, Jr.
County Attorney

Subject: Resolution Approving Settlement Agreement Between Michelle Trimble, Mark Vieth, Josephs Jack, P.A., The Wackenhut Corporation and Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution approving the settlement agreement between Michelle Trimble, Mark Vieth, Josephs Jack, P.A., The Wackenhut Corporation ("Wackenhut") and Miami-Dade County (the "County"). The attached proposed settlement resolves all claims between the parties, including, but not limited to, Wackenhut's federal claims against the County for failing to provide due process; Wackenhut's state claims against the County for assessment of liquidated damages; the County's counterclaims in those suits for breach of contract; Wackenhut's public records lawsuit against the County; the County's debarment proceeding against Wackenhut; Wackenhut's claim against Mark Veith for defamation; Wackenhut's outstanding claim for fees and costs against Michelle Trimble; and the *Qui Tam* action filed against Wackenhut by Michelle Trimble on behalf of Miami-Dade County. The proposed settlement releases all claims between and among the parties, with Wackenhut agreeing to pay $7.5 million to be distributed among the County ($3 million), Michelle Trimble ($1.25 million) and plaintiff's attorneys from the Qui Tam Case ($3.25 million).

Scope

Settlement of the actions described above between and among Wackenhut, the County, Michelle Trimble, Mark Vieth and Josephs Jack, P.A. for the mutual releases set forth in the proposed settlement agreement in substantially the form attached hereto.

Fiscal Impact

The County will receive $3 million from Wackenhut as part of this settlement.

Background

In August 2005, a *Qui Tam* action for damages brought under the County's False Claims Ordinance was filed against Wackenhut in Circuit Court by attorney Mark Veith on behalf of Michelle Trimble and Miami-Dade County. Under the False Claims Ordinance, a private citizen may bring a suit for damages on behalf of Miami-Dade County against a party who presents the County with a false claim. In this case, Trimble claimed she was terminated by Wackenhut as a result of a whistleblower complaint in regard to "ghost posts" and overbilling practices by the company on a contract with Miami-Dade County for security guard services. Under the False Claims Ordinance, the person and the attorneys bringing the suit are entitled to a portion of any money recovered.

After the *Qui Tam* action was filed, the County Manager directed the Department of Audit and Management Services (AMS) to conduct an audit of Wackenhut's contract with MDT. The audit, issued

on April 30, 2008, found Wackenhut had billed the County for services not rendered, and security posts required to be covered were not adequately staffed. On August 29, 2008, Wackenhut responded to the audit, taking exception with its validity but failing to respond specifically in regards to overbilling or lack of sufficient staffing.

On April 9, 2009, AMS finalized its audit of the Wackenhut contract, maintaining that the company overbilled the County by $3.3 million to $5.8 million. The final audit also explained that its purpose was to ascertain whether the County had been overbilled, not to conclusively determine the amount Wackenhut owed.

After the final audit was issued, Wackenhut filed numerous lawsuits related to the audit and the actions taken by the County under the security guard contracts. These suits included a federal suit for breach of contract and a claim that the audit methodology and conclusions violated their due process rights and led to a loss of business for which Wackenhut claimed the County was responsible; a circuit-court case related to the imposition of liquidated damages; and a circuit-court case related to public records. The County also began debarment proceedings against Wackenhut based on the final audit. After repeated mediations of the *Qui Tam* Case and federal lawsuit failed to produce a resolution, the *Qui Tam* case was set for trial, to begin January 11, 2010. On the eve of that trial, all parties agreed to the proposed settlement agreement.

Under the terms of the settlement, Wackenhut would pay a total of $7.5 million, of which the County would receive $3 million, Michelle Trimble would receive $1.25 million as the *Qui Tam* plaintiff, and the Trimble's attorneys would receive $3.25 million. As with any negotiated settlement that avoids the risks and costs associated with trial, this settlement required all parties to make some compromises. Under the County's False Claims Ordinance, which governs Qui Tam cases, the plaintiff is entitled to 25 percent of the settlement – in this case, Michelle Trimble would be eligible to receive $1.875 million. The plaintiff's attorneys are entitled to costs and fees, which they have, in this case, estimated in excess of $5 million. This settlement, then, includes the plaintiff and her attorneys agreeing to smaller payments in order to terminate the case. The County, by receiving $3 million, approaches the low end of the estimated losses detailed in the AMS audit. Wackenhut's total payout would exceed the high end of those estimated losses.

In addition to avoiding the risk and cost of trial, Wackenhut received other concessions in the proposed settlement agreement. The County agrees not to use any of the facts surrounding this case as justification to find Wackenhut a non-responsible bidder on future procurements. If Wackenhut employees who were assigned to the MDT contract are arrested in the future in relation to that contract, the County is also prohibited from using that information as justification for a finding of non-responsibility, so long as Wackenhut agrees that those employees or principals will not personally participate in the potential contract engagement under consideration.

The terms of the proposed settlement agreement require all parties to withdraw all litigation, relieving the County of the exposure and commitment of resources that comes with any active legal action.

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: February 18, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 12(A)(1)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(1)
2-18-10

RESOLUTION NO. _____

RESOLUTION APPROVING SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY, MICHELLE TRIMBLE, MARK VIETH, JOSEPHS JACK, P.A., AND THE WACKENHUT CORPORATION TO RESOLVE OUTSTANDING LITIGATION FOR MUTUAL RELEASES OF ALL CLAIMS AND A NET PAYMENT TO THE COUNTY OF $3,000,000

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the settlement of the lawsuits as forth in the Settlement Agreement and authorizes the execution by the County Mayor or the Mayor's Designee of the Settlement Agreement in substantially the form attached hereto.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of February, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

SETTLEMENT AGREEMENT

This Settlement Agreement and Mutual Release ("Agreement") dated _____, 2010, is entered by and between Michelle Trimble, Mark Vieth, Josephs Jack, P.A., The Wackenhut Corporation, a Florida corporation with FEIN 590857245 ("Wackenhut"), and Miami-Dade County a political subdivision of the State of Florida (the "County").

RECITALS

WHEREAS, Wackenhut has filed suit against the County for breach of contract and violation of their federal rights (the "Federal Claims") in a case styled *The Wackenhut Corporation v. Miami-Dade County*, Case No. 09-21147-Civ-Jordan/McAliley in the United States District Court for the Southern District of Florida ("Federal Case"); and

WHEREAS, the County has filed a Counter-Claim for breach of contract in the Federal Case; and

WHEREAS, Wackenhut has filed suit against the County for breach of contract related to the imposition of liquidated damages (the "Liquidated Damages Claim") in a case styled *The Wackenhut Corporation v. Miami-Dade County,* Case No. 09-48813 CA 40 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County ("Liquidated Damages Case"); and

WHEREAS, the County has filed a Counter-Claim for breach of contract in the Liquidated Damages Case; and

WHEREAS, Wackenhut has filed suit against the County under the Public Records Laws of the State of Florida (the "Public Records Claim") in the case styled *The Wackenhut Corporation v. Miami-Dade County,* Case No. 09-72488 CA 06 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Public Records Case"); and

WHEREAS, the County, through its Audit and Management Services Department ("AMS") conducted an audit of a contract between Miami-Dade Transit and Wackenhut (the "Audit") and issued a Final Audit Report dated April 9, 2009 (the "Final Audit Report"); and

WHEREAS, the County has initiated a debarment proceeding pursuant to Section 10-38, *et seq.*, of the Code of Miami-Dade County styled *In re: Proposed Debarment of the Wackenhut Corporation,* D-BAR 09-02. (the "Debarment"); and

WHEREAS, Wackenhut has filed suit against Mark Vieth, his law firms and Michelle Trimble in a case styled *The Wackenhut Corporation v. Tilghman & Vieth, P.A.,* Case No. 08-30498 CA 01 (the "Vieth Case"); and

WHEREAS, Michelle Trimble has filed suit against Wackenhut in a case styled *Michelle Trimble v. Wackenhut Corporation*, Case No. 05-15989 CA 27 in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County (the "Whistleblower Case"); and

WHEREAS, upon a jury verdict finding that Wackenhut did not commit a violation of any law, rule or regulation and a Final Judgment has been entered in the Whistleblower Case in favor of Wackenhut and against Michelle Trimble; and

WHEREAS, Wackenhut has an outstanding claim for fees and costs in the Whistleblower Case as the prevailing party; and

WHEREAS, a Qui Tam action has been filed pursuant to the Miami-Dade County False Claims Ordinance, Section 21-255, *et seq.,* of the Code of Miami-Dade County by the relator Michelle Trimble in a case styled *Miami-Dade County ex. rel. Trimble v. Wackenhut Corp.*, Case No. 05-15871 CA 23, in the Circuit Court of the Eleventh Judicial Circuit (the "Qui Tam Case"); and

WHEREAS, Mark Vieth and Josephs Jack, P.A. ("Josephs Jack"), and Lauri Waldman Ross represented Trimble in the Qui Tam case; and

WHEREAS, the Parties agree that the County shall intervene in the Qui Tam Case for the purposes of entering into, seeking approval of and enforcing this Settlement Agreement as provided below; and

WHEREAS, Mark Vieth, Michelle Trimble, Josephs Jack, Wackenhut and the County desire to settle any and all claims and controversies relating to the Federal Case, the Liquidated Damages Case, the Public Records Case, the Audit, the Debarment, the Qui Tam Case, the Vieth Case and all claims for costs and fees in the Whistleblower Case;

TERMS

NOW THEREFORE, in consideration of the foregoing recitals and following premises, promises, covenants, conditions, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is acknowledged, Mark Vieth, Josephs Jack, Michelle Trimble, Wackenhut and the County agree as follows:

1. The above recitals are incorporated by reference and are a part of this Agreement.

2. Subject to the terms and conditions of this Agreement and approval of the settlement by the Court in the Qui Tam Case, Michelle Trimble, Wackenhut and the County hereby agree to compromise and settle all claims relating to the Federal Case, the Liquidated Damages Case, the Public Records Case, the Debarment, the Qui Tam Case, the Vieth Case and all claims for costs and fees in the Whistleblower Case. It is understood that the terms of this Agreement, the payment of any moneys, or any other action taken pursuant to this Agreement in no way constitutes an admission of liability or acknowledgement of the validity of any allegation, finding, or conclusion by Wackenhut or the County, but rather are made as a

contractual settlement and not a mere recital by way of compromise to avoid the expense and uncertainty of further litigation.

3. The parties shall file Joint Stipulations of Dismissal with Prejudice dismissing all parties' claims in the Federal Case, the Liquidated Damages Case, the Public Records Case, the Qui Tam Case, and the Vieth Case. The Joint Stipulations of Dismissal with Prejudice shall provide that each party shall bear their own attorneys' fees and costs in those cases unless otherwise provided in this Settlement Agreement.

4. The County shall file a withdrawal of the Debarment with the Department of Small Business Development terminating all debarment proceedings and withdrawing the Notice of Proposed Debarment. Upon withdrawal of the Debarment, the County may not seek debarment of Wackenhut for the acts alleged in the Notice of Proposed Debarment.

5. Wackenhut agrees to withdraw and to not further pursue any and all claims for costs and fees in the Whistleblower Case that it may or may not be entitled to as a prevailing party in that case.

6. The Joint Stipulations of Dismissal with Prejudice and withdrawal of the Debarment shall be filed within seven (7) business days after Wackenhut has paid the Settlement Funds to the Trust Account of Joseph Jack, P.A..

7. Within ten (10) business days of approval of this Settlement Agreement by the Qui Tam Case Court, the County through AMS shall issue a Supplemental Audit Report to clarify certain statements in the Final Audit Report that remove any findings of intentionality on the part of Wackenhut as set forth in Exhibit A.

8. The County deems Wackenhut an eligible and responsible vendor, contractor, bidder or responder for purposes of maintaining existing contracts or obtaining new contracts

with the County insofar as that responsibility determination is premised solely on the matters discussed herein. Also, except as provided below in this section, the County shall not consider this Agreement, the Audit, the Final Audit Report, or the claims and controversies relating to the Federal Case, the Liquidated Damages Case, the Public Records Case, the Debarment, or the Qui Tam Case in evaluating or awarding any future County contracts or in any other matters (regulatory or otherwise) that may come before the Board of County Commissioners or in any way preclude or exclude Wackenhut from being awarded contracts by the County, whether competitively, on a sole source basis through a waiver of the competitive bid process, or otherwise, as a direct or indirect result of, or for reasons or issues related to, the Audit, this Agreement, or any and all claims and controversies relating to the Federal Case, the Liquidated Damages Case, the Public Records Case, the Debarment, the Qui Tam Case, the Vieth Case, the Whistleblower Case, or by virtue of Wackenhut having been the subject of a County Audit, investigation, entered into litigation with the County, or having had or settled any claim and controversy with the County. Notwithstanding the above, the County reserves the right to make a responsibility determination based on an arrest, indictment or conviction of a principal or employee of Wackenhut in regards to any alleged actions relating to the contracts at issue in this Agreement, the Audit, the Federal Case, the Liquidated Damages Case or the Qui Tam Case, unless such principal or employee of Wackenhut is prohibited from participating in or controlling the performance of a proposed contract with the County. The County also reserves the right to make a responsibility determination as to Wackenhut based upon the grounds set forth in Section 10-38(h)(1)(i) of the Code of Miami-Dade County.

9. Upon approval of this Settlement Agreement by the Qui Tam Case Court, the County and Wackenhut shall consider this matter closed and not seek to further civilly

investigate any of the matters identified in the Audit, the Federal Case, the Liquidated Damages Case, the Public Records Case, the Debarment, or the Qui Tam Case. All public records requests related to the matters herein submitted by any party to this Agreement or their attorneys to Miami-Dade County shall be deemed withdrawn.

10. As a material inducement to and in consideration for the parties entering into this Agreement, and subject to the terms and conditions of this Agreement, the parties agree to a settlement amount of Seven Million Five Hundred Thousand Dollars and No Cents, which shall be apportioned as follows (the "Settlement Funds"):

a. Michelle Trimble shall receive One Million Two Hundred and Fifty Thousand Dollars and No Cents ($1,250,000.00) from the Settlement Funds; and

b. Miami-Dade County shall receive Three Million Dollars and No Cents ($3,000,000.00) from the Settlement Funds; and

c. The remainder of the Settlement Funds after payment to Miami-Dade County and Michelle Trimble shall fund all Plaintiff attorneys' collective fees and costs in the Qui Tam Case.

11. Wackenhut shall pay the total sum of the Settlement Funds made payable to the Trust Account of Josephs Jack, P.A., 2950 Southwest 27th Avenue, Suite 100, Miami, Florida 33133 within three (3) business days after the Court in the Qui Tam Case approves this Settlement Agreement.

12. Josephs Jack, P.A., shall pay to the County the portion of the Settlement Funds allocated to the County within ten (10) business days of receipt of the funds into their Trust Account from Wackenhut.

13. Any payments provided for in this Settlement Agreement not timely made to the appropriate party shall bear an interest rate as set forth in Section 55.03(1) of the Laws of the State of Florida.

14. The County shall return and furnish to Wackenhut all original documents, records and materials in the County's possession, custody or control that were obtained from and belong to Wackenhut in connection with the Audit or other investigative process. The County shall be entitled to retain any copies of the same.

15. For the consideration and promises made herein, Wackenhut releases and forever discharges the County from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Audit, the Federal Case, the Liquidated Damages Case, the Debarment and the Public Records Case that Wackenhut has or claims to have against County, and its employees, officers, agents, successors and assigns, attorneys, or otherwise, with the exception of claims and obligations arising out of this Agreement. Such release and discharge is made by Wackenhut in its respective right and for its successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through Wackenhut. Wackenhut agrees that it will not, and that its legal representatives and assigns shall not, hereafter file in any court any action relating to the Audit, the Federal Case, the Liquidated Damages Case, the Debarment and the Public Records Case, with the exception of any action to enforce this Agreement, and that to any such action (other than an action to enforce this Agreement) which nevertheless may hereafter be brought, this Agreement shall be a complete and conclusive defense.

16. For the consideration and promises made herein, Wackenhut releases and forever

discharges Michelle Trimble, Mark Vieth, Tilghman & Vieth, P.A., and The Vieth Law Firm from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Whistleblower Case, the Qui Tam Case, and the Vieth Case that Wackenhut has or claims to have against Michelle Trimble, Mark Vieth, Tilghman & Vieth, P.A. and The Vieth Law Firm and their employees, officers, agents, successors and assigns, attorneys, or otherwise, with the exception of claims and obligations arising out of this Agreement. Such release and discharge is made by Wackenhut in its respective right and for its successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through Wackenhut. Wackenhut agrees that it will not, and that its legal representatives and assigns shall not, hereafter file in any court any action relating to the Whistleblower Case, the Qui Tam case, and the Vieth Case, with the exception of any action to enforce this Agreement, and that to any such action (other than an action to enforce this Agreement) which nevertheless may hereafter be brought, this Agreement shall be a complete and conclusive defense.

17. For the consideration and promises made herein, the County releases and forever discharges Wackenhut from any and all civil claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Audit, the Federal Case, the Liquidated Damages Case, the Debarment, and the Qui Tam Case that County has or claims to have against Wackenhut and its employees, officers, agents, shareholders, predecessors, successors and assigns, attorneys, or otherwise, with the exception of claims arising out of this Agreement. Such release and discharge is made by County in its respective rights and for its successors, executors, agents, employees, assigns, Commissioners,

managers, and any and all other persons, firms, corporations, or other entities who may claim by or through the County. The County agrees that it will not, and that its legal representatives and assigns shall not, hereafter file in any court any action relating to the Federal Case, the Liquidated Damages Case, the Debarment, and the Qui Tam Case, with the exception of any action to enforce this Agreement; and that to any action (other than an action to enforce this Agreement) which nevertheless may hereafter be brought, this Agreement shall be a complete and conclusive defense.

18. For the consideration and promises made herein, Mark Vieth releases and forever discharges Wackenhut and the County from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Federal Case, the Liquidated Damages Case, the Vieth Case, the Debarment, the Qui Tam Case, and the Whistleblower Case that Mark Vieth has or claims to have against Wackenhut or the County, and their respective employees, officers, agents, predecessors, successors and assigns, attorneys, or otherwise, with the exception of claims and obligations arising out of this Agreement. Such release and discharge is made by Mark Vieth in his respective right and for his successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through Mark Vieth. Mark Vieth agrees that he will not, and that his legal representatives and assigns shall not, hereafter file in any court any action relating to the above cases, with the exception of any action to enforce this Agreement, and that to any such action (other than an action to enforce this Agreement) which nevertheless may hereafter be brought, this Agreement shall be a complete and conclusive defense.

19. For the consideration and promises made herein, Michelle Trimble releases and

forever discharges the Wackenhut and the County from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, past or future, related in any way to the Federal Case, the Liquidated Damages Case, the Vieth Case, the Debarment, the Qui Tam Case, and the Whistleblower Case that Michelle Trimble has or claims to have against Wackenhut or the County, and their respective employees, officers, agents, predecessors, successors and assigns, attorneys, or otherwise, with the exception of claims and obligations arising out of this Agreement. Such release and discharge is made by Michelle Trimble in her respective right and for her successors, executors, agents, employees, assigns, subcontractors, sureties, suppliers, and any and all other persons, firms, corporations, or other entities who may claim by or through Michelle Trimble. Michelle Trimble agrees that she will not, and that her legal representatives and assigns shall not, hereafter file in any court any action relating to the above cases, with the exception of any action to enforce this Agreement, and that to any such action (other than an action to enforce this Agreement) which nevertheless may hereafter be brought, this Agreement shall be a complete and conclusive defense.

20. Except as otherwise provided in this agreement, each party shall bear their own attorneys' fees and costs relating to or arising from the Federal Case, the Liquidated Damages Case, the Public Records Case, the Debarment, the Qui Tam Case, the Vieth Case and the Whistleblower Case.

21. Neither Miami-Dade County nor Wackenhut shall issue a press release to the media regarding this Agreement or any of the matters described herein without written approval of the other party. For these purposes, a "press release" shall not include any statement made by an elected official in the conduct of his or her official duties. The Parties agree that each of them will not disparage, denigrate, slander, and/or defame any other Party and their principals to any

non-Parties to this Agreement, or otherwise speak to non-parties in terms that attack the character or conduct (whether in written form or otherwise) of the other Party. The Parties further agree that the terms of this Paragraph shall not apply to (i) communications made to attorneys for the purpose of securing legal advice; (ii) testimony or other communications made in the context of formal discovery or formal proceedings in a judicial or quasi-judicial proceeding; (iii) communications otherwise required by law; and (iv) communications made for the purpose of enforcing this Agreement.

22. Neither Michelle Trimble, Josephs Jack, P.A., Mark Vieth, Lauri Waldman Ross nor their family members, advisors, employees, contractors, officers, agents, successors and assigns, attorneys, or otherwise shall issue a press release or make comments to the media regarding this Agreement or any of the matters described herein. Furthermore, those described in this paragraph shall keep the terms of this settlement confidential and shall not disclose such terms to any third party except as required by law including the Florida Public Records Act and Sunshine Laws. In the event a request to disclose the terms of this settlement is received by Michelle Trimble, Josephs Jack, P.A., Mark Vieth and their employees, officers, agents, successors and assigns, attorneys, or otherwise they shall immediately notify Christine Welstead, Esq., Akerman Senterfitt, One SE Third Avenue, 25th Floor, Miami, Florida 33131.

23. This Agreement shall be construed under the laws of the State of Florida. The parties agree that the Court in the Qui Tam Case should retain jurisdiction to review any disputes arising under this Agreement.

24. This Agreement together with all documents required to be executed hereunder constitutes the entire agreement and understanding between the parties to this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless it is executed

in writing by the parties.

25. As between the County and Wackenhut, the terms and conditions of this Agreement are fully set forth in this document and no other material terms exist outside this document. As between the County and Wackenhut, this Agreement supersedes all prior and contemporaneous agreements and understandings. As between Wackenhut and all other parties, the terms and conditions of this Agreement are to be read and enforced in conjunction with the terms and conditions of the settlement announced on the record in the Qui Tam Case at the January 7, 2010 hearing.

26. The parties represent and agree that they have participated equally in the negotiation of the terms and provisions set forth in this Agreement and that no presumptions or inference shall apply against any party hereto to its construction.

27. The parties declare that they have completely read the terms of this Agreement, that they have discussed the terms of the Agreement with legal counsel of their choice, and that they fully understand and voluntarily accept the terms for the purpose of making a full and final compromise, adjustment and settlement of claims.

28. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, representatives, agents, attorneys, employees, officers, directors, predecessors, affiliates, successors or assigns in connection with any legal action arising out of the agreement.

29. By executing this Agreement the undersigned warrant and represent that they are authorized to enter into this Agreement and empowered to bind their respective parties to its terms. Further, the parties represent that they have not assigned their rights or claims subject of this Agreement to any third party.

30. The parties have attempted to create an Agreement that is lawful and enforceable in all respects. The validity of this Agreement shall not be affected by any subsequent changes in federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate or change the rights and obligations of the parties. However, if any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN ACCEPTANCE WHEREOF, the parties have set their respective hands as of the date and year appearing by their respective signatures.

The Wackenhut Corporation

By: Julie T. Payne
[Julie. T. Payne]

Title: Senior Vice President & General Counsel

Dated: Jan. 10, 2010.

Miami-Dade County

By: _____
[ ]

Title:

Dated: _____, 2010.

Mark Vieth, Esq.

By: _____
[ ]

Title:

Dated: _____, 2010.

Josephs Jack, P.A.

By: _____
[ ]

Title:

Dated: _____, 2010.

federal, state, or county law, whether through legislation or judicial interpretation, which create, eliminate or change the rights and obligations of the parties. However, if any provision of this Agreement is held to be invalid, void or unenforceable, the balance of the provisions shall, nevertheless, remain in full force and effect and shall in no way be affected, impaired or invalidated.

IN ACCEPTANCE WHEREOF, the parties have set their respective hands as of the date and year appearing by their respective signatures.

The Wackenhut Corporation

By: _____
[ ]

Title:

Dated: _____, 2010.

Miami-Dade County

By: _____
[ ]

Title:

Dated: _____, 2010.

Mark Vieth, Esq.

By: _____
[ ]

Title:

Dated: February 10, 2010.

Josephs Jack, P.A.

By: _____
[ ]

Title:

Dated: February 10, 2010.

Michelle Trimble

By: _____
[ ]

Dated: February 10, 2010.

Exhibit A

On April 9, 2009, I issued a Final Audit Report ("Audit Report") regarding the Miami-Dade Transit Security Officer Services Security Contract. In that Audit Report, I noted that the County was intentionally overbilled for security personnel who were not on duty as described. I further stated that AMS was "fully persuaded" that the County was intentionally overbilled by Wackenhut. I further commented that "Wackenhut and its Experts did not produce any credible evidence to disprove that Miami-Dade County was intentionally overbilled for individuals who were not on duty." Questions have been raised regarding those statements. To address those questions, I offer the following clarification.

The word "intentional" when used in this context was meant to convey that these acts were more than an isolated incident. In no way did I intend the word "intentional" to be understood to impute knowledge to, or deliberate conduct by, the principals or management of Wackenhut. Likewise, my comments should not be construed to mean that the principals or management of Wackenhut engaged in fraud.