

Conciliation Agreement
Between the
U.S. Department of Labor Office of Federal Contract Compliance Programs
and
Surveillance Security Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Surveillance Security Inc. (SSI) 175 South Hamilton Place, Bldg. 2, Suite, 102, Gilbert, Arizona, beginning on April 20, 2021. OFCCP found that SSI failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order) and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (VEVRAA) and their respective implementing regulations at 41 CFR Chapter 60.

OFCCP notified SSI of the specific violation(s) and the corrective action(s) required in an Amended Notice to Show Cause issued on February 09, 2022.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient consideration described in this document, OFCCP and SSI enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

II. General Terms and Conditions

1. In exchange for SSI's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violation(s) alleged in the Amended Notice to Show Cause. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if SSI violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review SSI's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. SSI will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents OFCCP requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves SSI of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.
4. SSI agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.

6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the District Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after SSI submits its final progress report required in Section IV, below, unless OFCCP notifies SSI in writing before the expiration date that SSI has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that SSI has met all of its obligations under the Agreement.
10. If SSI violates this Agreement:
 - a. The procedures at 41 CFR 60-1.34 and 41 CFR 60-300.63 will govern:
 - i. OFCCP will send SSI a written notice stating the alleged violation(s) and summarizing any supporting evidence.
 - ii. SSI shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
 - iii. If SSI is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - iv. In the event of a breach of this Agreement by SSI, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms in the Agreement.
 - b. SSI may be subject to the sanctions set forth in Section 209 of the Executive Order or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
11. SSI does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.

14. Each party shall bear its own fees and expenses with respect to this matter.
15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation, or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.

III. Technical Violations and Remedies

1. **VIOLATION:** SSI failed to submit a copy of its current E.O. 11246 Affirmative Action Program (AAP) prepared in accordance with the requirements of 41 CFR 60-1.40, and 41 CFR 60-2.10 through 60-2.17.

REMEDY: On September 30, 2021, SSI submitted a copy of its current E.O. 11246 AAP prepared in accordance with the requirements of 41 CFR 60-1.40, and 41 CFR 60-2.10 through 60-2.17. SSI agrees to review and update annually its AAP pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.10 through 2.17.

2. **VIOLATION:** SSI failed to prepare and maintain an AAP for protected veterans at each establishment, in violation of 41 CFR 60-300.40(b). Accordingly, SSI failed to comply with any of its AAP obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

REMEDY: On September 30, 2021, SSI prepared and submitted an AAP for protected veterans at its establishment. The AAP shall set forth SSI's policies and procedures in accordance with 41 CFR 300.40-45. This AAP may be integrated into or kept separate from other AAPs. SSI agrees to review and update annually its AAP pursuant to 41 CFR 60-300.40(c), and agrees to comply with all obligations set forth in Subpart C of the regulations, 41 CFR 60-300.40-45.

3. **VIOLATION:** During the January 1, 2020 through December 31, 2020 period, SSI failed to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA in violation of 41 CFR 60-300.42. Specifically, SSI did not invite applicants to self-identify as a protected veteran prior to an offer of employment.

REMEDY: SSI agrees to invite applicants to inform it whether the applicant believes that he or she is a veteran protected by VEVRAA, as required by 41 CFR 60-300.42. More specifically, SSI agrees to invite applicants for employment, prior to an offer of employment, to voluntarily identify as a protected veteran. Additionally, SSI agrees to invite applicants for employment, after an offer of employment but before applicants begin their job duties, to voluntarily inform it whether the applicant believes that he or she is a protected veteran. SSI may invite the applicant to also indicate if he or she belongs to one or more of the specific categories of protected veterans, as defined by 41 CFR 60-300.2(q). All invitations to self-identify as a protected veteran must comply with the requirements of 41 CFR 60-300.42(c). SSI agrees to keep all self-identification information confidential and maintain it in a separate data analysis file, rather than in its personnel or medical files, in accordance with 41 CFR 60-300.42(e).

4. **VIOLATION:** During the January 1, 2020 through December 31, 2020 period, SSI failed to keep and preserve complete and accurate personnel and employment records, in violation of 41 CFR 60-300.80(a). Specifically, SSI failed to keep the records specified in 60-300.80(b) for three years.

REMEDY: SSI agrees to keep and preserve complete and accurate personnel and employment records, in accordance with 41 CFR 60-300.80(a), and will keep and preserve those records specified in 41 CFR 60-300.80(b) for a period of three years from the date of the making of the record.

5. **VIOLATION:** SSI failed to comply with AAP contents, as required by 41 CFR 60-300.44. Specifically, SSI failed to review its personnel processes element as described in 41 CFR 60-300.44(b).

REMEDY: SSI agrees to conduct a review of the personnel process element described in 41 CFR 60-300.44(b), and include it in its VEVRAA AAP, as required by 41 CFR 60-300.44.

6. **VIOLATION:** SSI failed to comply with AAP contents, as required by 41 CFR 60-300.44. Specifically, SSI failed to conduct a review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

REMEDY: SSI agrees to conduct a review of all physical and mental job qualifications standards to ensure that, to the extent qualification standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity, as required by 41 CFR 60-300.44(c)(1).

IV. OFCCP Monitoring Period

1. **Recordkeeping.** SSI agrees to retain all records relevant to the violation(s) cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. SSI will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

SSI agrees to furnish OFCCP with the following reports during the Monitoring Period. Each report will contain the documentation specified according to the dates scheduled:

- a. Progress Report 1: Due on January 31, 2023 covering the Effective Date through December 31, 2022.

- b. Progress Report 2: Due on January 31, 2024 covering the period of January 1, 2023 through December 31, 2023.

Documentation of:

- i. The self-identification form that allows applicants self-identify as a protected veteran prior to an offer of employment;
- ii. The self-identification form that allows applicants self-identify as a protected veteran after an offer of employment;
- iii. The results of pre-offer solicitations, to include the number of applicants and the number of applicants who self-identified as a protected veteran;
- iv. SSI's most recent assessment of its personnel processes, as required by 41 CFR 60-300.44(b), including a description of the review and any actions taken or changes made as a result of the assessment;
- v. The date(s) the assessment of SSI's personnel processes was performed;
- vi. SSI's most recent assessment of its physical and mental qualifications, as required by 41 CFR 60-300.44(c), including the schedule for the review, and any actions taken or changes made as a result of the assessment; and
- vii. The date(s) the assessment of its physical and mental qualifications was performed.

SSI will submit reports to Compliance Officer (b) (6), (b) (7)(E). SSI and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports SSI provides in accordance with this Agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and the SSI believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, SSI will provide such reports to OFCCP marked as "Confidential". In the event of a FOIA request, OFCCP will promptly notify SSI of the FOIA request and provide SSI an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts SSI final progress report as set forth in Section II, Paragraph 9 above. If OFCCP fails to notify SSI in writing within sixty (60) days of the date of the final progress report that SSI has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies SSI within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines SSI has met all of its obligations under the Agreement.

V. SIGNATURES

The person signing this Agreement on behalf of SSI personally warrants that he or she is fully authorized to do so, that SSI has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on SSI.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Surveillance Security Inc., 175 South Hamilton Place, Bldg. 2, Suite 102, Gilbert, Arizona 85233

(b) (7)(C), (b) (6)

BRENDAN WALLER
Director
Surveillance Security Inc.
Gilbert, Arizona

DATE: 7/14/2022

(b) (7)(C), (b) (6)

MARVIN R. JORDAN
Director
Phoenix District Office
Pacific Region

DATE: _____