

Conciliation Agreement
Between the
U.S. Department of Labor
Office of Federal Contract Compliance Programs
And
Ace Parking Management, Inc.

I. Preliminary Statement

The Office of Federal Contract Compliance Programs (“OFCCP”) evaluated the Ace Parking Management, Inc. (“Ace Parking”) corporate establishment located at 615/645 Ash Street, San Diego, CA 92101, beginning on November 7, 2019. OFCCP found that Ace Parking failed to comply with Executive Order 11246, as amended (“E.O. 11246” or the “Executive Order”), Section 503 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 793 (“Section 503”), and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212 (“VEVRAA”), and their implementing regulations at 41 Code of Federal Regulations (“C.F.R.”) Chapter 60.

OFCCP notified Ace Parking of the specific violations and the corrective actions required in a Notice of Violation (“NOV”) issued on June 29, 2020.

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

II. General Terms and Conditions

1. In exchange for Ace Parking’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 violations alleged in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if Ace Parking violates any provision of this Agreement, as set forth in Paragraph 11 below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review Ace Parking’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. Ace Parking 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 it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves Ace Parking 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. Ace Parking and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.

5. Ace Parking 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.
6. The parties understand the terms of this Agreement and enter into it voluntarily.
7. 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.
8. This Agreement becomes effective on the day it is signed by the OFCCP District Director (the "Effective Date").
9. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
10. This Agreement will expire sixty (60) days after Ace Parking submits its Final Progress Report required in Section IV below, unless OFCCP notifies Ace Parking in writing before the expiration date that Ace Parking 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 Ace Parking has met all of its obligations under the Agreement.
11. If Ace Parking violates this Agreement:
 - a. The procedures at 41 C.F.R. § 60-741.63 (2014) will govern:
 - i. OFCCP will send Ace Parking a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. Ace Parking 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 Ace Parking is unable to demonstrate that it has not violated the Agreement, or if OFCCP's 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 Ace Parking, 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 agreed to in the Agreement.
 - b. Ace Parking may be subject to the sanctions set forth in 41 C.F.R. § 60-741.66 (2014) and/or other appropriate relief for violating this Agreement.
12. Ace Parking neither admits nor denies any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.

13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
14. 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.
15. Each party shall bear its own fees and expenses with respect to this matter.
16. 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.
17. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

III. Technical Violations and Remedies

1. **VIOLATION:** During the period from October 1, 2018 through September 30, 2019 (FY2019), Ace Parking failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, in violation of 41 C.F.R. § 60-741.44(f)(1)(i). Specifically, Ace Parking’s external outreach and recruitment activities consisted of only community outreach events, none of which were tailored specifically to recruitment of people with disabilities for employment opportunities at its 615/645 Ash Street corporate establishment.

REMEDY: Ace Parking will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 C.F.R. § 60-741.44(f)(2). Ace Parking will report to OFCCP as necessary to verify compliance.

2. **VIOLATION:** During the period from October 1, 2018 through September 30, 2019 (FY2019), Ace Parking failed to evaluate the effectiveness of the external outreach and recruitment efforts it took over the previous twelve months to identify and recruit qualified individuals with disabilities, as required by 41 C.F.R. § 60-741.44(f)(3). Specifically, Ace Parking’s assessment of its prior year efforts lacked substance and did not take into account the failure of these efforts to achieve any disabled applicants for employment opportunities at its 615/645 Ash Street corporate establishment.

REMEDY: Ace Parking will annually review its external outreach and recruitment activities, assess the effectiveness of each activity and the totality of its efforts, and document this review, in accordance with 41 C.F.R. § 60-741.44(f)(3). If Ace Parking concludes that the totality of its efforts were not effective in identifying and recruiting qualified individuals with disabilities, it will identify and implement alternative or additional efforts listed in 41 C.F.R. §§ 60-741.44(f)(1) or (f)(2). Ace Parking will report to OFCCP as necessary to verify compliance.

3. **VIOLATION:** During the period from October 1, 2016 through September 30, 2018 (FY2018, FY2017), Ace Parking failed to undertake appropriate outreach and positive recruitment activities that were reasonably designed to effectively recruit qualified individuals with disabilities, document these activities, assess their effectiveness, and document its review, in violation of 41 § C.F.R. 60-741.44(f). Specifically, Ace Parking was unable to produce any records of outreach to or recruitment of qualified individuals with disabilities, when this outreach is required by 41 C.F.R. § 60-741.44(f)(1)-(2). Ace Parking also failed to review the outreach and recruitment efforts it had taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities as specified in 41 C.F.R. § 60-741.44(f)(3). To the extent that Ace Parking conducted such outreach and failed to retain records, that is a violation of 41 C.F.R. §§ 60-741.44(f)(4) and 60-741.80(b).

REMEDY: Ace Parking will undertake appropriate external outreach and positive recruitment activities that are reasonably designed to effectively recruit qualified individuals with disabilities, such as those described at 41 CFR § 60-741.44(f)(2). Ace Parking will annually review its external outreach and recruitment activities, assess the effectiveness of each activity and the totality of its efforts, and document this review, in accordance with 41 C.F.R. § 60-741.44(f)(3). Ace Parking will document all activities it undertakes to comply with this section and retain such records, in accordance with 41 CFR §§ 60-741.44(f)(4) and 60-741.80(b). Ace Parking will report to OFCCP as necessary to verify compliance.

4. **VIOLATION:** During the period from October 1, 2019 through present, Ace Parking failed to take steps to determine whether and where impediments to equal employment opportunity exist in the entire workforce at its 615/645 Ash Street corporate establishment as provided in 41 C.F.R. § 60-741.45(d)(2)(i), when the percentage of individuals with disabilities was less than the 7 percent utilization goal established in 41 C.F.R. § 60-741.45(a), in violation of 41 C.F.R. § 60-741.45(e). Specifically, Ace Parking failed to assess the effectiveness of its outreach and positive recruitment efforts with respect to its incumbent workforce.

REMEDY: Ace Parking will take steps to determine whether and where impediments to equal employment opportunity exist when the percentage of individuals with disabilities for one or more job groups, or in the entire workforce as provided in 41 C.F.R. § 60-741.45(d)(2)(i), is less than the 7 percent utilization goal established in 41 C.F.R. § 60-741.45(a). When making this determination, Ace Parking will assess the effectiveness of its outreach and recruitment efforts and any other areas that might affect the success of its Section 503 affirmative action program. Ace Parking will report to OFCCP as necessary to verify compliance.

IV. OFCCP Monitoring Period

1. **Recordkeeping.** Ace Parking agrees to retain all records relevant to the violations 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. Ace Parking will retain the records

until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Contractor Reports.

In order for OFCCP to monitor Ace Parking's progress toward fulfilling the provisions of this Agreement, it will submit two (2) reports. Ace Parking will submit all progress reports to District Director Sean Ratliff, at the U.S. Department of Labor, OFCCP, 550 West C Street, Suite 900, San Diego, CA 92101, and by email at (b) (7)(C), (b) (6) [@dol.gov](mailto: @dol.gov).

Ace Parking 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 Ace Parking provides in accordance with this agreement are customarily kept private or closely-held, and Ace Parking believes should remain confidential under Exemption 4 of the Freedom of Information Act ("FOIA") in the event of a FOIA request, Ace Parking will provide such reports to OFCCP marked as "Confidential." In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

a. **Schedule and Instructions.** Ace Parking agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

i. **Progress Report 1 (First)** shall be due on **Monday, November 16, 2020**, about 45 calendar days after the start of Ace Parking's next AAP year:

- 1) Current year Section 503 AAP for the 615/645 corporate establishment dating October 1, 2020 through September 30, 2021 (FY2021), including the data collection analysis and utilization goals under 41 C.F.R. §§ 60-741.44(k) and 60-741.45.
- 2) All written documentary evidence of each outreach and recruitment activity undertaken during the period October 1, 2019 through September 30, 2020 (FY2020) intended to attract qualified applicants with disabilities for employment opportunities at Ace Parking's 615/645 Ash Street corporate establishment. These activities will consist of more than only community outreach events. Examples of recruitment activities can be found in the regulations at 41 C.F.R. § 60-741.44(f)(2).
- 3) A written annual assessment of whether each outreach and recruitment activity and the totality of Ace Parking's efforts was effective, including criteria and data used to measure effectiveness. Where efforts are deemed ineffective, Ace Parking will identify specific alternative or additional outreach and recruitment activities to implement. The report will include the full name and job title of the individual who completed the assessment and date of the assessment.
- 4) Any other documents evidencing reasonable steps to show compliance with 41 C.F.R. § 60-741.44(f).
- 5) Documentation of all actions taken to identify any problem areas when the percentage of individuals with disabilities for one or more job groups, or

in the entire workforce at Ace Parking's 615/645 Ash Street corporate establishment as provided in 41 C.F.R. § 60-741.45(d)(2)(i), is less than the 7 percent utilization goal established in 41 C.F.R. § 60-741.45(a). If problem areas are identified, Ace Parking will describe the action-oriented programs to be implemented.

- ii. **Progress Report 2 (Final)** shall be due on **Monday, November 15, 2021**, about 45 calendar days after the start of Ace Parking's AAP year:
 - 1) Current year Section 503 AAP for the 615/645 corporate establishment dating October 1, 2021 through September 30, 2022 (FY2022), including the data collection analysis and utilization goals under 41 C.F.R. §§ 60-741.44(k) and 60-741.45.
 - 2) All written documentary evidence of each outreach and recruitment activity undertaken during the period October 1, 2020 through September 30, 2021 (FY2021) intended to attract qualified applicants with disabilities for employment opportunities at Ace Parking's 615/645 Ash Street corporate establishment. These activities will consist of more than only community outreach events. Examples of recruitment activities can be found in the regulations at 41 C.F.R. § 60-741.44(f)(2).
 - 3) A written annual assessment of whether each outreach and recruitment activity and the totality of Ace Parking's efforts was effective, including criteria and data used to measure effectiveness. Where efforts are deemed ineffective, Ace Parking will identify specific alternative or additional outreach and recruitment activities to implement. The report will include the full name and job title of the individual who completed the assessment and date of the assessment.
 - 4) Any other documents evidencing reasonable steps to show compliance with of 41 C.F.R. § 60-741.44(f).
 - 5) If Ace Parking identified problem areas and action-oriented programs as part of its First Progress Report, it will provide all assessments and reports on the effectiveness of those programs.
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 Ace Parking's Final Progress Report as set forth in Paragraph 2 above. If OFCCP fails to notify Ace Parking in writing within sixty (60) days of the date of the Final Progress Report that Ace Parking 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 Ace Parking within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines Ace Parking has met all of its obligations under the Agreement.

V. SIGNATURES

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

This Agreement is hereby executed by and between the U.S. Department of Labor, Office of Federal Contract Compliance Programs, and Ace Parking Management, Inc., 615/645 Ash Street, San Diego, CA 92101.

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

Michelle Dente
Executive Vice President, Member Services
Ace Parking Management, Inc.
San Diego, CA

DATE: August 3, 2020

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

(b) (6), (b) (7)(E)
OFCCP Compliance Officer
San Diego District Office
Pacific Region

DATE: August 10, 2020

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

Sean Ratliff
OFCCP District Director
San Diego District Office
Pacific Region

EFFECTIVE DATE: 8/11/2020