

CERTIFIED ASSURANCES

Please provide the following assurances pursuant to federal guidelines to the CMIS Division, Louisiana Supreme Court, so that we may forward to you Federal funds:

- A. The grantee assures that all funds provided through this grant will be used exclusively for project expenses as described in the Grant Award Letter.
- B. The grantee assures that he/she shall submit, at such times and in such form as may be prescribed, such reports as the CMIS Division, Louisiana Supreme Court may reasonably require.
- C. The grantee will provide the CMIS Division, Office of the Judicial Administrator, Louisiana Supreme Court, at a minimum, the following information on each criminal case filed with the Court. The data will be transmitted electronically via secure FTP, in an XML format, on a nightly recurring basis ((within 10 working days of conviction, adjudication, or commitment as required by R.S. 13:753): parish identification number, court identification number, court section, docket number, defendant last name, defendant first name, defendant State Identification number (SID) defendant date of birth, defendant race, defendant sex, charge(s) filed by District Attorney, case title, arrest date (or offense date), summons date, domestic violence flag, relationship to victim, judge, date the case is filed, type of trial (judge, jury, or no trial), trial start date, final disposition date, final disposition, sentencing data (sentencing date, sentence start date, sentence length, fine amount, credit for time served, suspended sentence length, probation length, community service length). In no event will the transmission take longer than ten (10) working days after the conviction, adjudication, or commitment as required by R.S. 13:753. If the transmission exceeds ten (10) days, the grantee will notify the CMIS Division of the Louisiana Supreme Court, in writing.
- D. The grantee will provide the CMIS Division, Louisiana Supreme Court, at a minimum the following additional information on each traffic case filed with the Court. For traffic case filed with the Court, the following additional information is required: defendant's driver's license number, state of issuance of defendant's driver's license, driver's license class, defendant's complete address, including zip code, ticket number, violation date, arrest date (effective 8/1/14 R.S. 15:590), OMV Original Charge, OMV Conviction Charge, Commercial Vehicle flag, Hazardous Material flag, Fatality flag, Multi-Violation sequence number, defendant plea, sentencing data (bond forfeiture, fine paid, jail time), Article 893/894 flag, Blood Alcohol Content (for DWI), Posted and Actual Speeds, all other additional information available from the ticket. If the transmission exceeds ten (10) days, the grantee will notify the CMIS Division, Louisiana Supreme Court, in writing.
- E. Failure of the Clerk of Court to forward electronic information in a timely manner, pursuant to the agreement and consistent with the requirements of LA 13:753, LA R.S. 32:393 and L.A R.S. 15:590, will result in a letter of notification to the Clerk of Court indicating that electronic transmissions on criminal and DWI traffic cases are not being received. Reasonable allowances will be made for Clerks to resolve transmission issues with their vendors on a case by case basis. A continued lack of responsiveness from the Clerk of Court will result in a request for the return of grant funding issued by the CMIS Division, Louisiana Supreme Court.
- F. The grantee assures that he/she will maintain adequate records on equipment and supply purchases, etc. to support an audit of the program so that the CMIS Division, Louisiana Supreme Court, the Louisiana Commission on Law Enforcement, and the State of Louisiana Legislative Auditor shall have access, for the purpose of audit and examination of any documents, records, papers, etc., of the grantee and/or contractors. This shall not extend to any records not directly related to this grant.
- G. All required records, including inventory of equipment purchased with grant funds, shall be maintained by grantee until an audit is completed and all questions arising thereof are resolved, or five (5) years after completion of project, whichever is later.

- H. Property acquired under the grant will be used in the criminal justice system consistent with the objectives described in the Grant Award Letter.
- I. Software and professional services acquired under the grant will be used in the criminal justice system consistent with the objectives described in the Grant Award Letter
- J. The grantee certifies that procurement of contract services and equipment shall be on the basis of competition, in accordance with applicable State and Local procurement regulations. Property purchased is to be maintained in accordance with local or state property control regulations and federal grant requirements.
- K. The grantee certifies that no grant agreement changes shall occur without prior, written approval from the CMIS Division, Louisiana Supreme Court including changes in the approved vendor proposal, changes in the 60-day implementation period or changes to the project completion date. Additionally, if any substantive changes in project director or key personnel identified as part of the application occurs, grantee shall notify CMIS Division, Louisiana Supreme Court immediately. Project shall be completed within 100 days of notification of award.
- L. The grantee certifies that any statements or press releases describing projects, activities, or results shall name the CMIS Division, Louisiana Supreme Court and the Louisiana Commission on Law Enforcement as responsible for making funds available for such activity.
- M. The grantee certifies to abide by and incorporate any additional Special Conditions and Requirements placed on the grant.
- N. The grantee certifies that it will abide by the clauses set forth on Appendix A attached hereto.
- O. The grantee certifies that it will abide by the clauses set forth on Appendix B attached hereto.
- P. The grantee certifies that federal funds will not be used to supplant or replace state, local, and other nonfederal funds, but will be used to increase the amount of such funds that would otherwise, in the absence of federal funds, be made available for the program funded.
- Q. Any grant funds not used for direct procurement of hardware, software, and/or services needed for access to criminal history records, will be immediately returned by the grantee to the Supreme Court, State of Louisiana.
- R. The grantee will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

I HEREBY AGREE TO COMPLY WITH AND ABIDE BY THE ABOVE CERTIFIED ASSURANCES.

Name:
Title:

Date

APPENDIX A

The grantee, for itself, its grantees, its assignees, and successors in interest (hereinafter referred to as the “grantee”) agrees as follows:

1. **Compliance with Regulations:** The grantee (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The grantee will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the grantee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the grantee of the grantee’s obligations pursuant to these assurances and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The grantee will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a grantee is in the exclusive possession of another who fails or refuses to furnish the information, the grantee will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a grantee’s noncompliance with the Non-discrimination provisions of these certified assurances, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the grantee under the contract until the grantee complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The grantee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The grantee will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the grantee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the grantee may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the grantee may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

The grantee, its contractors, its assignees, and successors in interest (hereinafter referred to as the “grantee”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“...which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*