

MANISTEE CITY COUNCIL

MEETING AGENDA

TUESDAY, JULY 3, 2012 – 7:00 P.M. – COUNCIL CHAMBERS

I. Call to Order.

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

II. Public Hearings.

III. Citizen Comments on Agenda Related Items.

IV. Consent Agenda. All agenda items marked with an asterisk (*) are on the consent agenda and considered by the City Manager to be routine matters. If the Mayor or any member of the Council wishes to discuss an item on the consent agenda, it will be deleted from the consent agenda and considered in its regular order on the agenda. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Approval of Payroll.
b.) Cash Balances.
- XI. b.) Notification Regarding Next Work Session.

At this time Council could take action to approve the Consent Agenda as presented.

***V. Approval of Minutes.** Approval of the minutes of the June 19, 2012 regular meeting as attached.

VI. Financial Report.

- *a.) APPROVAL OF PAYROLL.
- *b.) CASH BALANCES REPORT.

VII. Unfinished Business.

VIII. New Business.

- a.) CONSIDERATION OF ADDENDUM TO FILER MUTUAL AID AGREEMENT.

The City of Manistee entered into a Mutual Aid Agreement with the Charter Township of Filer on December 6, 2011. The proposed addendum to the Mutual Aid Agreement is to provide for the reimbursement of costs and expenses that may be available through the Federal Emergency Management Agency (FEMA) and its Disaster Assistance Policy 9523.6. The City Attorney and the Public Safety Director have reviewed the addendum and recommend its approval.

At this time Council could take action to approve an addendum to the Mutual Aid Agreement with the Charter Township of Filer; and authorize the City Manager to execute the document.

- b.) CONSIDERATION OF AMERICAN RECOVERY REINVESTMENT ACT GRANT MODIFICATION.

The American Recovery Reinvestment Act (ARRA) grant that funds the City's SSCENT Officer will expire on September 30, 2012 and the potential for some unused funds being available has prompted a request to the Grants Management Section for a modification. The grant modification is tied to some of our regular Byrne Grant Goals to address specific targets so not all overtime will apply. The City Attorney has reviewed and approved the contract.

At this time Council could take action to authorize the City Manager, Finance Director and Public Safety Director to execute the grant agreement.

IX. Notices, Communications, Announcements.

- a.) A REPORT FROM THE PLANNING COMMISSION AND THE MUSEUM / HISTORIC DISTRICT.

A regular part of each Council meeting is a report from a cooperating agency, organization or department.

At this time Mr. Roger Yoder will report on the activities of the Planning Commission and respond to any questions the Council may have regarding their activities.

At this time Mr. Mark Fedder will report on the activities of the Museum / Historic District and respond to any questions the Council may have regarding their activities.

No action is required on this item.

*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

A Council work session has been scheduled for Tuesday, July 10, 2012 at 7 p.m. A discussion will be conducted on 2012 project updates; and such business as may come before the Council. No action is required on this item.

X. Concerns and Comments.

- a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal affairs. Citizens in attendance may be recognized by the Mayor for comments. Citizen comments are not limited to agenda items but should be directed toward municipal services, activities or areas of involvement.
- b.) OFFICIALS AND STAFF.
- c.) COUNCILMEMBERS.
- d.) CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION.

City Manager Mitchell D. Deisch has requested an Executive Session this evening as permitted by the Open Meetings Act, Section 8 (a) for the City Council to discuss the City Manager's annual evaluation.

XI. Adjourn.

MDD:cl

COUNCIL AGENDA ATTACHMENTS:

Council Meeting Minutes – June 19, 2012
Cash Balances Report
Filer Mutual Aid Agreement Addendum
ARRA Grant Modification Request

PROCEEDINGS OF THE MANISTEE CITY COUNCIL – June 19, 2012

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, June 19, 2012 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Colleen Kenny, Sid Scrimger, Robert Hornkohl, Catherine Zaring, Beth Adams, and Alan Marshall.

ABSENT: Ilona Haydon.

ALSO PRESENT: City Manager – Mitch Deisch, City Attorney – George Saylor, City Clerk – Michelle Wright, Community Development Director – Jon Rose, Finance Director – Ed Bradford, and Public Safety Director – Dave Bachman.

CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

Ross Spencer, chair of Harbor Commission – requested removal of Harbor Commission ordinance from the Consent Agenda so that it can be viewed by the public and reviewed by Council members; stated the ordinance had not been published for review of the public, only by staff and Council; questioned the message given to those applying for boards and commissions.

Rick Schrock, Harvard Lane – also requested the Harbor Commission ordinance be taken off the Consent Agenda to be voted on individually; encouraged Council to send this back to committee and discuss with the Harbor Commission.

CONSENT AGENDA.

- Minutes
 - June 5, 2012 - Regular Meeting
 - June 12, 2012 - Work Session
- Payroll
 - May 28 – June 10, 2012 - \$ 109,660.82
- Monthly Bills
 - May 11, 2012 - \$ 417,111.76
 - May 24, 2012 - \$ 80,008.59
- Consideration of Ordinance 12-03 Amending Chapter 266 Board of Harbor Commissioners.
- Notification Regarding Next Work Session – July 10, 2012
 - A discussion will be conducted on 2012 project updates; and such business as may come before the Council.
- Consideration of Running for Our Soldiers 5K/1 Mile Walk.

The Bravo Troop Family Readiness Group is requesting authorization to organize and hold a 5K/1 Mile Walk to be held August 25, 2012 beginning at 10 a.m. to approximately 11:30 a.m. (allowing time to complete routes back to Armory). The event would assemble at the Armory and circle First Street Beach with the 1 mile walk ending back at the Armory and the 5K route going south on Cherry; east on Eighth; north on Spruce; west on Water ending at the Armory.

MOTION by Hornkohl, second by Marshall to approve the Consent Agenda as presented. Councilmember Scrimger requested Item VII.a. Consideration of Ordinance 12-03 Amending Chapter 266 Board of Harbor Commissioners be removed from the Consent Agenda.

MOTION by Zaring, second by Scrimger to amend the original motion to approve the Consent Agenda with the removal of Ordinance 12-03 Harbor Commission.

With a roll call vote this motion failed, 3-3.

AYES: Kenny, Scrimger, and Adams
NAYS: Hornkohl, Zaring, and Marshall

After some clarification, a MOTION by Zaring, second by Scrimger to *revisit* the amendment of the original motion to approve the consent Agenda with the removal of Ordinance 12-03 Harbor Commission.

With a roll call vote this motion passed, 5-1.

AYES: Kenny, Scrimger, Zaring, Adams, and Marshall
NAYS: Hornkohl

Roll call was then taken on the *original* motion and passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

CONSIDERATION OF ORDINANCE 12-03 AMENDING CHAPTER 266 BOARD OF HARBOR COMMISSIONERS.

In September of 2011 City Council conducted a work session with the Harbor Commission to discuss the purpose of the Harbor Commission and Chapter 266, of the Code of Ordinances. Council directed this discussion to the Council Ordinance Committee to consider revising the ordinance or the possible combination of various commissions. The Council Ordinance Committee met and reviewed draft amended ordinance language and met jointly with the Harbor Commission and the Parks and Beautification Commission to investigate a possible combination of commissions. Both commissions rejected the possibility of combining into one board.

Following continued research and review of proposed ordinance amendment language prepared by staff and the Harbor Commission, the Council Ordinance Committee arrived at the attached proposed

12-03 Chapter 266 Ordinance Amendment. The Council Ordinance Committee has reviewed and recommends the ordinance amendment. This amendment was first introduced by Council at their meeting of June 5, 2012 and could be adopted this evening.

MOTION by Marshall, second by Zaring to adopt Ordinance Amendment 12-03 amending Chapter 266 Board of Harbor Commissioners.

After a lengthy discussion, a roll call vote was taken. Motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall

NAYS: None

CONSIDERATION OF BUDGET AMENDMENT 2012-1 FOR FISCAL YEAR ENDING JUNE 30, 2012.

The City of Manistee is required by State law to ensure that actual expenditures do not exceed budgeted amounts. Over the course of the current fiscal year, unanticipated and unbudgeted events and/or Council approved expenditures have occurred. The proposed budget amendment addresses the expenditures associated with these events and attempts to project what final year-end expenditures will be to avoid any year-end negative budget variances.

MOTION by Hornkohl, second by Marshall to adopt budget amendment 2012-1 for fiscal year ending June 30, 2012. Bradford responded to questions from the Council regarding the amendment.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall

NAYS: None

CONSIDERATION OF APPROVED DEPOSITORIES FOR CITY FUNDS.

City Charter, Section 7-8, requires that Council designate the depositories for City funds. Traditionally this has been done at the beginning of each fiscal year. The Finance Director requests that the following financial institutions be approved as designated depositories: Charles Schwab, Flagstar Bank, Honor State Bank, Huntington Bank, MBIA Michigan CLASS, Northwestern Bank, PNC Bank, UBS, West Michigan Bank & Trust, and West Shore Bank.

MOTION by Hornkohl, second by Zaring to approve designated depositories for the City of Manistee.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall

NAYS: None

CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.

The City Clerk has taken action to advertise vacancies on the Brownfield Redevelopment Authority,

Compensation Commission, Downtown Development Authority, Oil and Gas Investment Board, Parks and Beautification Commission, Planning Commission, and the Ramsdell Theatre Governing Authority. The following applications have been received:

BROWNFIELD REDEVELOPMENT AUTHORITY - Four vacancies, one unexpired term ending 6/30/13 and three three-year terms ending 6/30/15; Mayoral appointment.

Steven G. Brower, 4102 College Avenue*
David L. Carlson, 100 Oak Street, Apt 203*
M. Lynne Reinhardt, 524 Fairview Avenue

COMPENSATION COMMISSION – One vacancy, term ending 9/30/14; Mayoral appointment.

None received

DOWNTOWN DEVELOPMENT AUTHORITY – Two vacancies, four-year terms ending 7/1/16, interest members; Mayoral appointment.

Steven G. Brower, 4102 College Avenue*
Lee Trucks, 453 Second Street*

OIL & GAS INVESTMENT BOARD – One vacancy, four-year term ending 6/30/16; Mayoral appointment.

Doug Parkes, 724 Harbor Drive*

PARKS & BEAUTIFICATION COMMISSION – Two vacancies, three-year terms ending 6/30/15; Mayoral appointment.

Ed Tegler, 522 Fifth Avenue*
Roger Zielinski, 529 First Street*
Lorraine Conway, 506 Ninth Street

PLANNING COMMISSION – One vacancy, unexpired term ending 10/31/13; Mayoral appointment.

Mark Wittlief, 363 Tenth Street

RAMSDELL THEATRE GOVERNING AUTHORITY – Two vacancies, three-year terms ending 6/30/15; Mayoral appointment.

W. Thomas Stege, 714 Harbor Drive*

*Incumbent

Mayor Kenny appointed Steven G. Brower – 4102 College Avenue and David L. Carlson – 100 Oak Street, Apt. 203 to the Brownfield Redevelopment Authority for three year terms ending 6/30/15; and appointed M. Lynne Reinhardt – 524 Fairview Avenue to fill the unexpired term ending 6/30/13.

MOTION by Hornkohl, second by Marshall to support the Mayor's appointments to the Brownfield Redevelopment Authority.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

Kenny appointed Steven G. Brower – 4102 College Avenue and Lee Trucks – 453 Second Street to the Downtown Development Authority for four year terms ending 7/1/16. MOTION by Hornkohl, second by Zaring to support the Mayor's appointments to the Downtown Development Authority.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

Kenny appointed Doug Parkes – 724 Harbor Drive to the Oil & Gas Investment Board for a four year term ending 6/30/16. MOTION by Zaring, second by Hornkohl to support the Mayor's appointment to the Oil & Gas Investment Board.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

Mayor Kenny appointed Ed Tegler – 522 Fifth Avenue and Roger Zielinski – 529 First Street to the Parks & Beautification Commission for three year terms ending 6/30/15. MOTION by Hornkohl, second by Zaring to support the Mayor's appointments to the Parks & Beautification Commission.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

Kenny appointed Mark Wittlief – 363 Tenth Street to the Planning Commission to fill an unexpired term ending 10/31/13. MOTION by Hornkohl, second by Marshall to support the Mayor's appointment to the Planning Commission.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

Kenny appointed W. Thomas Stege – 714 Harbor Drive to the Ramsdell Theatre Governing Board for a three year term ending 6/30/15. MOTION by Hornkohl, second by Zaring to support the Mayor's appointment to the Ramsdell Theatre Governing Board.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

A REPORT FROM THE BROWNFIELD CONSULTANT AND THE HOUSING COMMISSION.

Mr. T. Eftaxiadis reported on the activities of the Brownfield Authority and responded to questions the Council had regarding their activities.

Mr. Clint McKinven-Copus reported on the activities of the Housing Commission and responded to questions the Council had regarding their activities.

CITIZEN COMMENT.

Lynda Beaton - 256 Hughes Street read a letter regarding attendance of City Council members, suggesting they forego compensation for missed meetings.

OFFICIALS AND STAFF.

Bachman and Saylor spoke on the new law regarding fireworks and how the City should proceed.

COUNCILMEMBERS.

None received.

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION.

City Manager Mitchell D. Deisch has requested an Executive Session this evening as permitted by the Open Meetings Act, Section 8 (c) to discuss contract negotiations with the International Association of Firefighters, the Police Officers Association of Michigan, the Command Officers Association of Michigan, and the United Steelworkers. Time: 8:48 p.m.

MOTION to return to Regular Session by Hornkohl, second by Zaring. Time: 9:37 p.m.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall
NAYS: None

CONSIDERATION OF THREE COLLECTIVE BARGAINING AGREEMENTS WITH THE POAM, COAM, AND USW.

MOTION by Hornkohl, second by Zaring to approve three collection bargaining agreements with the Police Officers Association of Michigan, the Command Officers Association of Michigan and the United

Steelworkers; and authorize the Mayor and Clerk to execute the documents.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Zaring, Adams, and Marshall

NAYS: None

ADJOURN.

MOTION to adjourn was made by Hornkohl, second by Zaring. Meeting adjourned at 9:38 p.m.

Michelle Wright MMC / CPFA, MiCPT
City Clerk/Deputy Treasurer

DRAFT

CASH TRANSACTIONS REPORT
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Page: 1
6/28/2012
10:02 am

MONTH: MAY
City of Manistee

Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 100 - AIP PAYING FUND				
001.000 Cash	4,582.79	513,810.00	513,800.91	4,591.88
Fund: 100	4,582.79	513,810.00	513,800.91	4,591.88
Fund: 101 - GENERAL FUND				
001.000 Cash	656,981.46	158,899.13	344,050.85	471,829.74
001.002 Cash - Escrow	113,022.99	875.00	0.00	113,897.99
004.000 Cash - Petty	800.00	0.00	0.00	800.00
017.000 MBIA Mi Class Inv	57,035.72	7.95	0.00	57,043.67
Fund: 101	827,840.17	159,782.08	344,050.85	643,571.40
Fund: 202 - MAJOR STREET FUND				
001.000 Cash	365,964.54	28,528.13	159,813.72	234,678.95
Fund: 202	365,964.54	28,528.13	159,813.72	234,678.95
Fund: 203 - LOCAL STREET FUND				
001.000 Cash	31,533.14	10,223.01	6,250.00	35,506.15
Fund: 203	31,533.14	10,223.01	6,250.00	35,506.15
Fund: 204 - STREET IMPROVEMENT FUND				
001.000 Cash	66,918.08	56.12	0.00	66,974.20
Fund: 204	66,918.08	56.12	0.00	66,974.20
Fund: 226 - CITY REFUSE FUND				
001.000 Cash	44,274.37	17,070.01	31,836.15	29,508.23
001.030 Cash Mgt Chk	243,745.02	10.32	0.00	243,755.34
Fund: 226	288,019.39	17,080.33	31,836.15	273,263.57
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO				
001.000 Cash	7,748.03	5,084.00	12,373.00	459.03
017.000 MBIA Mi Class Inv	138,086.64	19.20	0.00	138,105.84
Fund: 243	145,834.67	5,103.20	12,373.00	138,564.87
Fund: 245 - OIL & GAS FUND				
001.000 Cash	74,344.66	10,441.62	0.00	84,786.28
001.020 Money Market	313,511.84	0.00	12,659.24	300,852.60
003.000 CD	750,000.00	0.00	0.00	750,000.00
Fund: 245	1,137,856.50	10,441.62	12,659.24	1,135,638.88
Fund: 249 - BUILDING INSPECTOR				
001.000 Cash	11,319.81	7,264.37	0.00	18,584.18
Fund: 249	11,319.81	7,264.37	0.00	18,584.18
Fund: 251 - EPA GRANT - PETROLEUM				
001.000 Cash	25,144.36	3,341.50	5,191.50	23,294.36
Fund: 251	25,144.36	3,341.50	5,191.50	23,294.36
Fund: 252 - EPA GRANT - HAZARDOUS				
001.000 Cash	49,502.51	1,250.50	4,950.50	45,802.51
Fund: 252	49,502.51	1,250.50	4,950.50	45,802.51
Fund: 275 - GRANT MANAGEMENT FUND				
001.000 Cash	150,951.47	186,250.00	25,934.13	311,267.34
Fund: 275	150,951.47	186,250.00	25,934.13	311,267.34
Fund: 290 - PEG COMMISSION				
001.000 Cash	8,746.73	1,479.95	3,266.67	6,960.01
Fund: 290	8,746.73	1,479.95	3,266.67	6,960.01

CASH TRANSACTIONS REPORT
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Page: 2
6/28/2012
10:02 am

MONTH: MAY
City of Manistee

Account Number	Beginning Balance	Debit	Credit	Ending Balance
Fund: 296 - RAMSDELL THEATRE				
001.000 Cash	6,578.03	6,228.50	23,944.73	-11,138.20
001.020 Money Market	27,432.93	1.16	0.00	27,434.09
004.000 Cash - Petty	400.00	0.00	0.00	400.00
Fund: 296	<u>34,410.96</u>	<u>6,229.66</u>	<u>23,944.73</u>	<u>16,695.89</u>
Fund: 297 - RAMSDELL RESTORATION PROJECT				
001.000 Cash	2,364.56	0.24	0.00	2,364.80
Fund: 297	<u>2,364.56</u>	<u>0.24</u>	<u>0.00</u>	<u>2,364.80</u>
Fund: 401 - 2010 CAPITAL IMPROVEMENT BONDS				
001.000 Cash	11,827.28	1.51	0.00	11,828.79
Fund: 401	<u>11,827.28</u>	<u>1.51</u>	<u>0.00</u>	<u>11,828.79</u>
Fund: 430 - CAPITAL IMPROVEMENT FUND				
001.000 Cash	525,240.32	46.14	167,689.12	357,597.34
Fund: 430	<u>525,240.32</u>	<u>46.14</u>	<u>167,689.12</u>	<u>357,597.34</u>
Fund: 490 - RENAISSANCE PARK				
001.000 Cash	14,187.17	1.81	0.00	14,188.98
Fund: 490	<u>14,187.17</u>	<u>1.81</u>	<u>0.00</u>	<u>14,188.98</u>
Fund: 508 - BOAT RAMP FUND				
001.000 Cash	2,988.10	3,685.55	1,275.45	5,398.20
004.000 Cash - Petty	0.00	1,000.00	0.00	1,000.00
Fund: 508	<u>2,988.10</u>	<u>4,685.55</u>	<u>1,275.45</u>	<u>6,398.20</u>
Fund: 573 - WATER & SEWER UTILITY				
001.000 Cash	811,196.18	295,611.96	211,920.28	894,887.86
001.002 Cash - Escrow	31,600.00	400.00	1,400.00	30,600.00
004.000 Cash - Petty	300.00	0.00	0.00	300.00
017.000 MBIA Mi Class Inv	487,909.63	67.99	0.00	487,977.62
Fund: 573	<u>1,331,005.81</u>	<u>296,079.95</u>	<u>213,320.28</u>	<u>1,413,765.48</u>
Fund: 594 - MARINA FUND				
001.000 Cash	6,358.94	4,314.02	3,169.09	7,503.87
004.000 Cash - Petty	0.00	300.00	0.00	300.00
Fund: 594	<u>6,358.94</u>	<u>4,614.02</u>	<u>3,169.09</u>	<u>7,803.87</u>
Fund: 661 - MOTOR POOL FUND				
001.000 Cash	396,333.72	24,009.42	0.00	420,343.14
Fund: 661	<u>396,333.72</u>	<u>24,009.42</u>	<u>0.00</u>	<u>420,343.14</u>
Fund: 704 - PAYROLL CLEARING FUND				
001.000 Cash	21,661.24	279,696.83	404,524.88	-103,166.81
001.005 Cash - NEW Flex \ HRA	7,409.60	25,546.58	24,824.22	8,131.96
001.007 Cash - Federal & State Taxes	0.95	73,633.78	46,350.10	27,284.63
Fund: 704	<u>29,071.79</u>	<u>378,877.19</u>	<u>475,699.20</u>	<u>-67,750.22</u>
Fund: 705 - DELINQUENT TAX COLLECTION				
001.000 Cash	2,008.28	810.41	0.00	2,818.69
Fund: 705	<u>2,008.28</u>	<u>810.41</u>	<u>0.00</u>	<u>2,818.69</u>
Grand Totals:	<u>5,470,011.09</u>	<u>1,659,966.71</u>	<u>2,005,224.54</u>	<u>5,124,753.26</u>

CITY HALL
70 Maple Street

CITY MANAGER
231.398.2801

CITY ASSESSOR
231.398.2802

BUILDING INSPECTOR
231.398.2806

**PLANNING, ZONING &
COMMUNITY DEV.**
231.398.2805

CITY CLERK
231.398.2803

CITY TREASURER
231.398.2804

WATER BILLING
231.723.2559

ADMINISTRATION
FAX 231.723.1546

CLERK/TREASURER
FAX 231.723.5410

POLICE DEPARTMENT
70 Maple Street
231.723.2533
FAX 231.398.2012

FIRE DEPARTMENT
281 First Street
231.723.1549
FAX 231.723.3519

PUBLIC WORKS
280 Washington St.
231.723.7132
FAX 231.723.1803

PARKS DEPARTMENT
231.723.4051

WATER MAINTENANCE
231.723.3641

WASTEWATER PLANT
50 Ninth St.
231.723.1553



July 3, 2012



Memo To: Mitch Deisch

From: David M Bachman
Chief of Police

Re: Addendum to Mutual Aid Agreement

Mitch:

With this memo is an agenda request to support and approve the Addendum to Automatic Mutual Aid Agreement with Filer Fire to provide for the reimbursement costs and expenses that may be available through FEMA (Federal Emergency Management Agency) and its Disaster Assistance Policy 9523.6 and support for City Manager to sign the agreement.

I am recommending the council approve the request.



ADDENDUM TO MUTUAL AID AGREEMENT

This Addendum to Mutual Aid Agreement is entered into by and between the **City of Manistee, a Michigan municipal corporation, and Charter Township of Filer, a Michigan municipal corporation.** The purpose of this Addendum is to provide for the reimbursement of costs and expenses that may be available through Federal Emergency Management Agency (FEMA) and its Disaster Assistance Policy 9523.6.

WHEREAS, the undersigned public entities have previously entered into a Mutual Aid Agreement addressing when and how assistance would be provided at a fire or emergency in their respective jurisdictions;

WHEREAS, FEMA has adopted a Disaster Assistance Policy (9523.6), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, said policy being adopted through this Addendum to Mutual Aid Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. That should either municipality make a request ("requesting municipality") for assistance to the other participating municipality ("providing municipality"), pursuant to the terms and conditions of the parties' Mutual Aid Agreement and the providing municipality is eligible to bill for its expenses and costs directly to FEMA, it shall do so. In the case that the providing municipality is unable to bill for its expenses and costs directly to FEMA the parties agree that the requesting municipality will solicit an itemization of costs and expenses, including all those set forth as eligible for reimbursement in FEMA disaster assistance policy 9523.6, from the providing municipality. The requesting municipality agrees, once provided with the itemization of costs and expenses of the providing municipality, to include those costs and expenses with its request for reimbursement made to FEMA and when received to disburse those costs and expenses to the providing municipality.

Dated: _____, 2012.

City of Manistee

By _____
Mitchell Deisch, City Manager

Dated: 5/3, 2012.

Charter Township of Filer

By James Espvik Cpm
James Espvik, Supervisor



Mutual Aid Agreements for Public Assistance and Fire Management Assistance

Disaster Assistance Policy 9523.6

I. **TITLE:** Mutual Aid Agreements for Public Assistance and Fire Management Assistance

II. **DATE:** August 13, 2007

III. **PURPOSE:**

This policy specifies criteria by which the Federal Emergency Management Agency (FEMA) will recognize the eligibility of costs under the Public Assistance (PA) Program and the Fire Management Assistance Grant (FMAG) Program incurred through mutual aid agreements between applicants and other entities.

IV. **SCOPE AND AUDIENCE:**

This policy is applicable to all major disasters, emergencies, and fire management assistance declarations declared on or after the date of this policy. This policy is intended for personnel involved in the administration of the PA and the FMAG programs.

V. **AUTHORITY:**

This policy applies to emergency work authorized under Sections 403, 407, 420, and 502, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206, and the implementing regulations of 44 CFR § 204 and § 206.

VI. **BACKGROUND:**

Many State, Tribal, and local governments and private nonprofit organizations enter into mutual aid agreements to provide emergency assistance to each other in the event of disasters or emergencies. These agreements often are written, but occasionally are arranged verbally after a disaster or emergency occurs. This policy addresses both written and verbal mutual aid agreements and the eligibility of costs under the Emergency Management Assistance Compact (EMAC).

The National Incident Management System (NIMS) maintains that states should participate in these agreements and should look to establish intrastate agreements that encompass all local jurisdictions. The Incident Management Systems Division will be responsible for developing a national system of standards and guidelines as described in the NIMS as well as the preparation of guidance to assist agencies in implementing the system. This policy supports the NIMS by

establishing standard criteria for determining the eligibility of costs incurred through mutual aid agreements.

VII. POLICY:

A. Terms Used in this Policy:

1. *Backfill*. Replacement personnel who perform the regular duties of other personnel while they are performing eligible emergency work under the PA or FMAG programs.
2. *Declared Emergency or Major Disaster*. An emergency or major disaster as defined at 44 CFR § 206.2 (a)(9) and (17), respectively.
3. *Declared Fire*. An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster for which the Disaster Assistance Directorate Assistant Administrator has approved a declaration in accordance with the criteria listed in 44 CFR § 204.21.
4. *Emergency Management Assistance Compact (EMAC)*. This type of interstate mutual aid agreement allows states to assist one another in responding to all kinds of natural and man-made disasters. It is administered by the National Emergency Management Association (NEMA).
5. *Incident Commander*. The ranking official responsible for overseeing the management of emergency or fire operations, planning, logistics, and finances of the field response.
6. *Providing Entity*. The entity providing mutual aid assistance to a Requesting Entity pursuant to a local or statewide mutual aid agreement.
7. *Requesting Entity*. An entity that requests mutual aid assistance from a Providing Entity for emergency work resulting from a declared fire, emergency or major disaster within its legal jurisdiction. The requesting entity is eligible to receive FEMA assistance for the eligible mutual aid activities performed by the providing entities.
8. *Intra-state Mutual Aid*. Mutual Aid that supports local and regional mutual aid efforts within a State as well as regional mutual aid agreements and compacts involving local jurisdictions that cross State boundaries, or are adjacent to a neighboring State (i.e. Kansas City, Kansas/Kansas City, Missouri , etc.).
9. *Inter-state Mutual Aid*. Mutual Aid that supports national mutual aid efforts requested directly between two or more States or territories through established Multi-agency Coordination Systems as directed by approved mutual aid agreements or compacts (i.e. EMAC), etc.

B. General:

1. To be eligible for reimbursement by FEMA, the mutual aid assistance should have been requested by a Requesting Entity or Incident Commander; be directly related to a Presidentially-declared emergency or major disaster, or a declared fire; used in the performance of eligible work; and the costs must be reasonable.
2. FEMA will not reimburse costs incurred by entities that "self-deploy" (deploy without a request for mutual aid assistance by a Requesting Entity) except to the extent those resources are subsequently used in the performance of eligible work at the request of the Requesting Entity or Incident Commander.
3. The reimbursement provisions of a mutual aid agreement must not be contingent on a declaration of an emergency, major disaster, or fire by the Federal government.
4. This policy is applicable to all forms of mutual aid assistance, including agreements between Requesting and Providing Entities, statewide mutual aid agreements, and the mutual aid services provided under the EMAC.

C. Pre-Event Written Mutual Aid Agreements.

FEMA recognizes mutual aid agreements between Requesting and Providing Entities, and statewide mutual aid agreements wherein the State is responsible for administering the claims for reimbursement of Providing Entities. In addition, FEMA recognizes the standard EMAC agreement as a valid form of mutual aid agreement between member states.

1. FEMA encourages parties to have written mutual aid agreements in place prior to a declared fire, emergency, or major disaster.
 - a. When a pre-event written agreement exists between a Requesting Entity and a Providing Entity, the Providing Entity may be reimbursed through the Requesting Entity. In these circumstances, the Requesting Entity should claim the eligible costs of the Providing Entity, pursuant to the terms and conditions of the mutual aid agreement and the requirements of this policy, on its subgrant application, and agree to disburse the Federal share of funds to the Providing Entity.
 - b. When a statewide pre-event mutual aid agreement exists that designates the State responsible for administering the reimbursement of mutual aid costs, a Providing Entity may apply, with the prior consent of the Requesting Entity, for reimbursement directly to the Grantee, in accordance with applicable State law and procedure. In such cases, the Providing Entity should obtain from the Requesting Entity the certification required in section H. (3) of this policy and provide it to the State as part of its reimbursement request.
2. FEMA encourages parties to address the subject of reimbursement in their written mutual aid agreements. FEMA will honor the reimbursement provisions in a pre-event agreement to the extent they meet the requirements of this policy.

3. When a pre-event agreement provides for reimbursement, but also provides for an initial period of unpaid assistance, FEMA will pay the eligible costs of assistance after such initial unpaid period.
4. When a pre-event agreement specifies that no reimbursement will be provided for mutual aid assistance, FEMA will not pay for the costs of assistance.

D. Post-Event Mutual Aid Agreements.

1. When the parties do not have a pre-event written mutual aid agreement, or where a written pre-event agreement is silent on reimbursement, the Requesting and Providing Entities may verbally agree on the type and extent of mutual aid resources to be provided in the current event, and on the terms, conditions, and costs of such assistance.
2. Post-event verbal agreements must be documented in writing and executed by an official of each entity with authority to request and provide assistance, and provided to FEMA as a condition of receiving reimbursement. The agreement should be consistent with past practices for mutual-aid between the parties. A written post-event agreement should be submitted within 30 days of the Requesting Entity's Applicant's Briefing.

E. Force Account Labor Costs.

1. The straight- or regular-time wages or salaries of a Requesting Entity's permanently employed personnel performing or supervising emergency work are not eligible costs, pursuant to 44 CFR § 206.228(a)(4), and § 204.43(c), even when such personnel are reassigned or relocated from their usual work location to provide assistance during an emergency. Overtime costs for such personnel are eligible and may be submitted as part of a subgrant application.
2. The labor force expenses of a Providing Entity will be treated as contract labor, with regular time and overtime wages and certain benefits eligible, provided labor rates are reasonable. The labor force expenses of the Providing Entity will not be treated as contract labor if the labor force is employed by the same local or State government as the Requesting Entity.
3. In circumstances where a Providing Entity is also an eligible applicant in its own right, the determination of eligible and ineligible costs will depend on the capacity in which the entity is incurring costs. As stated in paragraphs E(1) and (2), an applicant's straight-time wages are not eligible costs when the applicant is using its permanently employed personnel for emergency work in its own jurisdiction.
4. Requesting and Providing Entities may not mutually deploy their labor forces to assist each other so as to circumvent the limitations of paragraph E(1) or (2) of this policy.
5. The straight- or regular-time wages or salaries for backfill personnel incurred by Providing Entities are not eligible for reimbursement. However, the overtime

portion of the replacement personnel's salary is considered an additional cost of deploying personnel who perform eligible work and is eligible for reimbursement under this policy.

F. Types of Mutual Aid Work

There are two types of mutual aid work eligible for FEMA assistance: Emergency Work and Grant Management Work. Both are subject to the eligibility requirements of the respective PA and FMAG programs:

1. *Emergency Work.* Mutual aid work provided in the performance of emergency work necessary to meet immediate threats to life, public safety, and improved property, including firefighting activities under the FMAG program, is eligible.
 - a. Examples of eligible emergency work include:
 - i. Search and rescue, sandbagging, emergency medical care, debris removal;
 - ii. Reasonable supervision and administration in the receiving State that is directly related to eligible emergency work;
 - iii. The cost of transporting equipment and personnel by the Providing Entity to the incident site, subject to the requirements of paragraphs B(1), (2) and (3) of this policy;
 - iv. Costs incurred in the operation of the Incident Command System (ICS), such as operations, planning, logistics and administration, provided such costs are directly related to the performance of eligible work on the disaster or fire to which such resources are assigned;
 - v. State Emergency Operations Center or Joint Field Office assistance in the receiving State to support emergency assistance;
 - vi. Assistance at the National Response Coordination Center (NRCC), and Regional Response Coordination Center (RRCC), if requested by FEMA (labor, per diem and transportation);
 - vii. Dispatch operations in the receiving State;
 - viii. Donations warehousing and management (eligible only upon approval of the Assistant Administrator of the Disaster Assistance Directorate);
 - ix. Firefighting activities; and,
 - x. Dissemination of public information authorized under Section 403 of the Act.

b. Examples of mutual aid work that are not eligible, include:

- i. Permanent recovery work;
- ii. Training, exercises, on-the-job training;
- iii. Long-term recovery and mitigation consultation;
- iv. Costs outside the receiving State that are associated with the operations of the EMAC system (except for FEMA facilities noted in paragraph F.(1)(a)(v) and (vi) above);
- v. Costs for staff performing work that is not eligible under the PA or the FMAG programs;
- vi. Costs of preparing to deploy or "standing-by" [except to the extent allowed in the FMAG program pursuant to 44 CFR § 204.42(e)];
- vii. Dispatch operations outside the receiving State;
- viii. Tracking of EMAC and U.S. Forest Service Incident Cost Accounting and Reporting System (ICARS) resources; and
- ix. Situation reporting not associated with ICS operations under VII(F)(iv) of this policy.

2. *Grant Management Work.* For PA only, work associated with the performance of the Grantee's responsibilities as the grant administrator, as outlined in 44 CFR § 206.202(b). Use of EMAC-provided assistance to perform these tasks is eligible mutual aid work.

G. Eligible Applicants.

1. Only Requesting Entities are eligible applicants for FEMA assistance. With the exception of G.(2), below, a Providing Entity must submit its claim for reimbursement to a Requesting Entity.
2. States may be eligible applicants when statewide mutual aid agreements or compacts authorize the State to administer the costs of mutual aid assistance on behalf of local jurisdictions.

H. Reimbursement of Mutual Aid Costs.

1. Requesting and Providing Entities must keep detailed records of the services requested and received, and provide those records as part of the supporting documentation for a reimbursement request.
2. A request for reimbursement of mutual aid costs must include a copy of the mutual aid agreement - whether pre- or post-event - between the Requesting and

Providing Entities.

3. A request for reimbursement of mutual aid costs should include a written and signed certification by the Requesting Entity certifying:
 - a. The types and extent of mutual aid assistance requested and received in the performance of eligible emergency work; and
 - b. The labor and equipment rates used to determine the mutual aid cost reimbursement request.
4. FEMA will not reimburse the value of volunteer labor or the value of paid labor that is provided at no cost to the applicant. However:
 - a. To the extent the Providing Entity is staffed with volunteer labor, the value of the volunteer labor may be credited to the non-Federal cost share of the Requesting Entity's emergency work in accordance with the provisions of Disaster Assistance Policy #9525.2, Donated Resources.
 - b. If a mutual aid agreement provides for an initial period of unpaid assistance or provides for assistance at no cost to the Requesting Entity, the value of the assistance provided at no cost to the Requesting Entity may be credited to the non-Federal cost share of the Requesting Entity's emergency work under the provisions of Disaster Assistance Policy #9525.2, Donated Resources.
5. Reimbursement for work beyond emergency assistance, such as permanent repairs, is not eligible for mutual aid assistance.
6. For PA only, reimbursement for equipment provided to a Requesting Entity will be based on FEMA equipment rates, approved State rates or, in the absence of such standard rates, on rates deemed reasonable by FEMA.
7. For FMAG only, reimbursement for equipment provided to a Requesting Entity will be based on 44 CFR § 204.42 (b)(3) and (4).
8. For PA only, reimbursement for damage to equipment used in emergency operations will be based on Recovery Policy #9525.8, Damage to Applicant Owned Equipment.
9. For FMAG only, reimbursement or replacement of equipment damaged or destroyed in the course of eligible firefighting activities will be based on 44 CFR § 204.42 (b)(5), and (6).
10. For PA only, reimbursement for equipment purchased by a subgrantee to support emergency operations will be based on Recovery Policy #9525.12, Disposition of Equipment, Supplies, and Salvaged Materials.

VIII. RESPONSIBLE OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. **SUPERSESSION:** This policy updates and replaces RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance, dated September 22, 2004, and the Mutual Aid Policy Clarification Memorandum, dated March 15, 2005.

X. **REVIEW DATE:** Three years from date of publication.

//signed//

Carlos J. Castillo

Assistant Administrator

Disaster Assistance Directorate

Disaster Assistance Policy 9523.6 - Mutual Aid Agreements for Public Assistance and Fire Management Assistance (PDF 381 KB)



CITY HALL
70 Maple Street

CITY MANAGER
231.398.2801

CITY ASSESSOR
231.398.2802

BUILDING INSPECTOR
231.398.2806

**PLANNING, ZONING &
COMMUNITY DEV.**
231.398.2805

CITY CLERK
231.398.2803

CITY TREASURER
231.398.2804

WATER BILLING
231.723.2559

ADMINISTRATION
FAX 231.723.1546

CLERK/TREASURER
FAX 231.723.5410

POLICE DEPARTMENT
70 Maple Street
231.723.2533
FAX 231.398.2012

FIRE DEPARTMENT
281 First Street
231.723.1549
FAX 231.723.3519

PUBLIC WORKS
280 Washington St.
231.723.7132
FAX 231.723.1803

PARKS DEPARTMENT
231.723.4051

WATER MAINTENANCE
231.723.3641

WASTEWATER PLANT
50 Ninth St.
231.723.1553

June 28, 2012

Memo To: Mitch Deisch

From: David M Bachman
Chief of Police

Re: Sscent agreement modification

Mitch:

An opportunity to capture additional funding for our Sscent officer has presented itself in the form of an addendum to our Sscent agreement. If we sign it we will be asked to capture an additional \$2494 to be spent on specific targets in the program such as offsetting overtime hours currently incurred.

Attached is the subcontract that needs to be accepted city council and signed by the City Manager and Financial Director. The amount listed is an estimated amount and is not a guarantee as there are original grant obligations to fund.

I am requesting that council approve the request.



**MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
OFFICE OF DRUG CONTROL POLICY
BYRNE JUSTICE ASSISTANCE GRANT PROGRAM
SUBCONTRACT**

SUBGRANTEE: Dept. Name: Manistee Police Department Address: 70 Maple Street City, State & Zip: Manistee, MI 49660 Telephone: (231)723-2533 Fax: (231) 398-2012		SUBGRANTEE PROJECT OFFICIAL: Project Director: David Bachman Title: Chief Department: Manistee Police Department Address: 70 Maple Street City, State & Zip: Manistee, MI 49660 Telephone: (231)723-2533 Fax: (231) 398-2012	
ODCP PROJECT #50057-1-09-B			
SUBCONTRACTOR FEDERAL ID# 38-6004570		SUBGRANTEE FINANCIAL OFFICIAL: Project Director: Edward Bradford Title: Treasurer Department: City of Manistee Address: 70 Maple Street City, State & Zip: Manistee, MI 49660 Telephone: (231)398-9843 Fax: (231) 723-5410	
PROJECT START DATE 7-1-2009	PROJECT END DATE 9-30-2012		
<u>BUDGET SUMMARY</u>			
<u>CATEGORY</u>	<u>AMOUNT</u>		
Salaries & Wages	2,491	PROJECT TITLE: S.S.C.E.N.T. DCH Contract No.: Federal Grant Award No.: 2009-SU-B9-0017 CFDA No.: 16.803	
Fringe Benefits			
Travel			
Supplies & Materials			
Equipment			
Other Expenses:			
TOTAL DIRECT	2,491	BYRNE FUNDS	2,491
Indirect Costs		MATCHING FUNDS	0
TOTAL	2,491	TOTAL	2,491

We hereby accept this subcontract in the amount and for the period shown above on the basis of the application, assurances and supporting documents submitted by the Grantee to the Office of Drug Control Policy. The subgrant becomes effective upon the return of the executed subcontract to the Grantee. This award does not assure or imply continuation in funding beyond the funding period of this subcontract. The subgrantee agrees to provide the Grantee with a copy of the Single Audit Report of the subgrantee's entity.

FOR THE SUBGRANTEE:	FOR THE GRANTEE:
Signature:	Signature:
Name: Mitchell Deisch Date:	Name: D/Lt. Matthew Kanitz Date:
Subgrantee Authorizing Official	Project Director
Signature:	GRANTEE:
Name: David Bachman Date:	Department: Department of State Police
Subgrantee Project Official	Address: 333 S. Grand Ave.
Signature:	City, State & Zip: Lansing, MI 48909
Name: Edward Bradford Date:	
Subgrantee Financial Official	

Subrecipient/Vendor Monitoring

The Contractor must ensure that each of its **subrecipients** comply with the Single Audit Act requirements. The Contractor must issue management decisions on audit findings of their subrecipients as required by OMB Circular A-133.

The Contractor must also develop a subrecipient monitoring plan that addresses “during the award monitoring” of **subrecipients** to provide reasonable assurance that the subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight, and monitoring activities such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.

The Contractor must arrange for limited scope audits of subrecipients exempt from the Single Audit Act requirements if the subrecipient receives more than \$25,000 in Federal awards from the Contractor. The limited scope audits must be agreed upon procedures engagements conducted in accordance with either the AICPA’s generally accepted auditing standards or attestation standards that address activities allowed or unallowed, and allowable costs/cost principle compliance requirements. The limited scope audits must be completed within nine months after the subrecipient’s fiscal year. The contractor must ensure the subrecipient takes appropriate and timely corrective action on findings identified in the limited scope audit, and reimburse the Department within six months of receipt of the limited scope audit for any unallowable costs identified. The Contractor must monitor **vendors** for performance of contract requirements.

Assure for any subcontracted service, activity or product:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of the agreement.
2. That any executed subcontract to this agreement shall require the subcontractor to comply with all applicable terms and conditions of this agreement. In the event of a conflict between this agreement and the provisions of the subcontract, the provisions of this agreement shall prevail.

A conflict between this agreement and a subcontract, however, shall not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this agreement,
 - b. Restates provisions of this agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this agreement.
3. That the subcontract does not affect the Contractor’s accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
 5. That the Contractor will submit a copy of the executed subcontract if requested.

BUDGET DETAIL: Describe in detail each item that will be supported by this grant.

Overtime reimbursement for officer assigned to the project

SALARY: List individual positions and number of hours assigned to the project.

Overtime reimbursement up to the dollar amount listed

FRINGE BENEFITS: Describe what fringe benefits are being paid for (i.e., health insurance, dental insurance) for each employee supported by grant funding.

N/A

TRAVEL: This includes cost for mileage, per diem, lodging, lease vehicles, registration fees and approved seminars or conferences and other approved travel costs incurred by the employees.

N/A

SUPPLIES & MATERIALS: This category is used for all consumable and short-term items and equipment items costing less than \$5,000.

N/A

EQUIPMENT: Must be \$5,000 or over.

N/A

OTHER EXPENSES: Communication, space and allowable expenses not covered by other line items.

N/A

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity –
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

BYRNE JAG NON SUPPLANTING CERTIFICATION REQUIREMENTS

The Byrne Memorial Formula Justice Assistance Grant (Byrne JAG) Program requires that federal funds not be used to supplant state or local funds. The applicant must assure that federal funds will not be used to replace or supplant state or local funds, but will be used to increase the amount of such funds that would, in the absence of federal funds, be made available for criminal justice activities.

It is imperative that applicants/contractors understand that the non-supplanting requirement mandates that Byrne JAG funds may be used only to supplement (increase) a grantee's budget and may not supplant (replace) state, local or tribal funds that a grantee otherwise would have spent on positions if it had not received a Byrne JAG award.

This means that if your agency plans to:

(a) Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions;

(b) Rehire personnel who have *already been laid off* (at the time of application) as a result of state, local or tribal budget cuts: It must rehire the personnel on or after the official grant award start date and maintain documentation showing the date(s) that the positions were laid off and rehired;

(c) Maintain personnel who are (at the time of application) *currently scheduled to be laid off on a future date* as a result of state, local or tribal budget cuts: It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the Byrne JAG award start date is July 1 and the lay-off is scheduled for October 1, then the Byrne JAG funds may not be used to fund the personnel until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the lay-off. [Please note that as long as your agency can document the date that the lay-off(s) would occur if the Byrne JAG funds were not available, it may transfer the personnel to the Byrne JAG funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for personnel.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of Byrne JAG grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's Byrne JAG grant records during the grant period and for three years following the official closeout of the Byrne JAG grant in the event of an audit, monitoring, or other evaluation of your grant compliance.