



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on
April 6, 2022, beginning at 4:00 p.m. in the
Commissioners Room of the Historic Courthouse in Cadillac, Michigan

PUBLIC PARTICIPATION

The meeting can be attended in person or by any one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 749 610 4141#
- **By Computer:** At the Zoom website (zoom.us) click on “Join a Meeting” using ID 749 610 4141
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 749 610 4141

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATION AND REPORTS
- H. PUBLIC COMMENTS
The Board welcomes all public input.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the March 16, 2022 Regular Meeting Minutes.....1
 - 2. Appointment to the Pine River Natural River Zoning Review Board – Dave Foley .6
 - 3. Appointment to the Airport Authority – Raymond Hill9
- J. AGENDA ITEMS
 - 1. H&S Companies General Ledger Assistance Agreement (*Finance 03/23/2022*) 10
 - 2. City of Cadillac Assessing Contract (*Finance 03/23/2022*) 11
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 - 4. City of Manton Assessing Contract (*Finance 03/23/2022*) 17
 - 5. Budget Amendment(s) (*Finance 03/23/2022*) 20
 - 6. Revision to Policy B-12.4 Paid Absence from the Workplace (*HR/PS 03/29/2022*) 21
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- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE

- M. PUBLIC COMMENT
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJORN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, March 16, 2022

Meeting called to order at 4:00 p.m by Chairman Taylor.

Roll Call: Present- Commissioners Joe Hurlburt, Ben Townsend, Mike Musta, Mike Bengelink, Michael Bush, Julie Theobald, Judy Nichols, and Gary Taylor

*Commissioner Nichols appeared via zoom pursuant to the Attorney General's opinion regarding ADA

Absent- Brian Potter.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

- Add- J7-Stellar Services Agreement-Inmate Phones**
- Add-J8- Recreation Plan**
- Add-J9-Riot Gear Purchase**
- Add-J10- Emergency Management Radios**

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bush to approve the agenda as amended.

All in Favor.

Employee Recognition-

Troy Quiggin was acknowledged for his 15 years of service.

Presentation and Reports-None.

Public Comment- None.

Consent Agenda

1. Approval of the March 16, 2022 Regular Meeting Minutes

MOTION by Comm Musta, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Cedar Creek Well No. 1 Cleaning & Pump Overhaul

MOTION by Comm Musta, seconded by Comm Bush to approve the Peerless Midwest quote for the Cedar Creek Well No. 1 cleaning and pump overhaul.

Roll Call: Motion passed 8-0.

2. Interagency Agreement

MOTION by Comm Bengelink, seconded by Comm Theoabald to approve the Interagency Agreement for Provision of Mental Health Services and authorize the Chairman to sign the agreement on behalf of the County.

Roll Call: Motion passed unanimously.

3. Pinwheel Garden Request

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the Traverse Bay Children's Advocacy Center's request to create a pinwheel garden on the Courthouse grounds during the month of April.

Roll Call: Motion approved unanimously.

4. Resolution 22-11 Emergency Services Telephone

MOTION by Comm Bengelink, seconded by Comm Bush to approve Resolution 22-11, Resolution Submitting to a Vote of the Electorate Authorization of the Telephone Surcharge for Emergency Telephone Services, as presented.

Roll Call: Motion passed 8-0.

5. Otis Elevator

MOTION by Comm Musta, seconded by Comm Bengelink to approve the quote from Otis Elevator Company in the amount of \$103,920.00 to update the Courthouse elevator and to add a backup battery, coming from ARPA funds.

Comm Nichols noted that she was glad to see it being repaired.

Roll Call: Motion passed 8-0.

6. Budget Amendment

MOTION by Comm Theobald, seconded by Comm Bush to approve the Budget Amendment dated March 16, 2022.

Roll Call: Motion passed 8-0.

3/16/2022

Wexford County Board of Commissioners				
Amendments to the 2022 Budget				
Adj #	Acct	Acct Description	Revenue	Expense

Wexford County Board of Commissioners
 Regular Meeting* March 16, 2022

2022.03.01	101-172-702.01	Elected - Appointed		\$6,000
	101-225-702.11	Equalization - Admin Duties	\$2,400.00	
	101-267-702.11	HR - Admin Duties	\$3,600.00	
Voted on 03/02/2022 by the BOC, for the compensation of additional duties of the Equalization Director and Human Resources Director as Co-Interim County Administrators.				

2022.03.02	101-334-543.01	Snowmobile	(\$8,102.95)	
	101-334-932.00	Vehicle Maintenance & Repair		\$8,102.95
Approved purchase by the BOC on 03/02/2022 for the replacement of the Sheriff's Department snowmobile. With 75% of the purchase being reimbursed by the DNR grant and 25% of the purchase coming from the Sheriff's 2022 Budget.				

7. Stellar Phone Services Agreement

MOTION by Comm Bengelink, seconded by Comm Theobald to approve the five-year Stellar Services Agreement beginning May 28, 2022, and authorize the Chairman to sign the agreement on behalf of the County.

Roll Call: Motion passed unanimously.

8. Recreation Plan Proposal

MOTION by Comm Theobald, seconded by Comm Musta to approve the proposal from Networks Northwest for services to review and update the Recreation Plan in the amount of \$10,600 with \$5,300 coming from the 2022 Budget and the remaining coming from the 2023 Budget and to authorize the Chairman to sign contract pending approval by legal counsel.

Roll Call: Motion passed 8-0.

9. Riot Gear Purchase

MOTION by Comm Bengelink, seconded by Comm Bush to pay \$14,250.00 for 25 pieces of riot gear for the Sheriff's Department out of ARPA Funds.

Roll Call: Motion passed unanimously.

10. Emergency Management Radios

MOTION by Comm Bengelink, seconded by Comm Theobald to approve 12 radios from Kenwood Grand Traverse Mobile Communications for \$37,760.72 for radios from Emergency Management department out of ARPA Funds.

Roll Call: Motion passed 8-0.

Administrator's Report-

Jami Bigger informed the Board that the vending machines would be taken out of the courthouse within 30 days.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports-

Comm Nichols attended a District 10 Health Department meeting. The minutes will be provided.

Comm Potter has still not been able to attend a road commission meeting. He also missed the Clam Lake DDA meeting that was scheduled that day.

Comm Musta attended a Wex Express meeting.

Comm Townsend attended a Library meeting. Ms. Logan wanted to thank the Board for their kindness and approving their millage language and increase

Comm Theobald attended a DHHS meeting where they discussed the difficulty of finding placements for juveniles. They are currently going out of state for placements. They are also looking for individuals to work as CPS workers.

Comm Taylor attended a District 10 Health Department meeting and a Fair board meeting.

Board Comments-

Comm Potter noted that he knows there are a lot of projects going on right now, and he appreciates all that are working on those.

Comm Hurlburt was happy to see Joe and Jami on board with helping. He asked that they not accept the position full time.

Comm Townsend stated it was good to hear Judy's voice.

Comm Bengelink read a quote from Teddy Roosevelt.

Comm Theobald was excited to see Spectrum expanding.

Wexford County Board of Commissioners
Regular Meeting* March 16, 2022

Comm Nichols thanked the Board for allowing the opportunity to appear this way. She thanked Joe, Jami and Alaina for getting her questions answered.

Chairman's Comments-

Comm Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:20 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: HR/PS Committee
FOR MEETING DATE: April 6, 2022
SUBJECT: Appointment to PRNRZ Review Board

SUMMARY OF ITEM TO BE PRESENTED:

The DNR has asked that we review our Appointments to Standing Committees, and at a minimum appoint one primary representative to the Pine River Natural River Zoning Review Board. Larry Copley recently resigned from the board, leaving 3 open vacancies. Currently there is only one primary, Mike Soloman, and no alternates appointed. Please see the attached letter for more information.

RECOMMENDATION:

The HR/PS Committee recommends the Board to approve the appointment of Dave Foley to the Pine River Natural Zoning Review Board as a primary member.



STATE OF MICHIGAN

DEPARTMENT OF NATURAL RESOURCES

LANSING

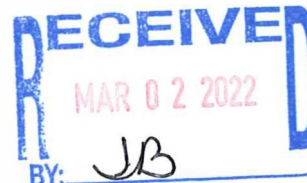


GRETCHEN WHITMER GOVERNOR

DANIEL EICHINGER DIRECTOR

February 28, 2022

Jami Bigger/Joe Porterfield
County Administrator Interim
437 E. Division Street
Cadillac, MI 49601



Dear Ms. Bigger and Mr. Porterfield:

This letter is a request that Wexford County appoint representative to the Pine River Natural River Zoning Review Board.

The Pine River system was designated a State Natural River in 2003. The designation and the associated rules created an overlay natural river zoning district that extends 400' from each edge of the mainstream and tributaries of the Pine River. The program is administered by the Fisheries Division of the Department of Natural Resources (DNR).

The zoning rules provide for appointment of a State Zoning Review Board (Board) to act on requests for variances from the Natural River zoning standards. The Board consists of representatives from county and township governments, conservation districts, interested citizens and the DNR. Each county is afforded two regular and two alternate representatives on the Board. The regular representatives serve as voting members on all variance applications from within their county. An alternate serve as a voting member when a regular member is unable to attend a meeting. The Rules require that at least one of the two county representatives is someone who works in planning, zoning, public health, soil erosion control, or a related field. The Board will meet no more than once a month; however, on average, the Board only meets several times per year.

Recently, one of your representatives, Larry Copley, resigned from the Board. The current representatives for Wexford County on the Pine River Natural River Zoning Review Board are:

- 1. Primary: Mike Solomon Alternate: vacant
2. Primary: vacant Alternate: vacant

We request that you review your appointments to the Board, and at minimum, appoint a second primary representative. For the alternate position, while you may choose to appoint two alternates, it is sufficient to appoint one person as alternate to both primary members.

Your appointments can be forwarded to meat buryb@michigan.gov. Please include the appointee's full name (including middle name), date of birth, mailing address, daytime telephone number and e-mail address. Please note that the DNR reserves the right to not accept an appointee with a history of game, fish, and/or natural resource related violations.

Thank you for your assistance in administering the Natural Rivers Program. If you have any questions, please contact me by email or at 989-370-7543.

Sincerely,

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Brian Bury
Natural Rivers Administrator
Fisheries Division

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: HR/PS Committee
FOR MEETING DATE: April 6, 2022
SUBJECT: Airport Authority Appointment

SUMMARY OF ITEM TO BE PRESENTED:

Recommendation for Raymond Hill to be appointed member of the Airport Authority, filling a current vacancy.

RECOMMENDATION:

Administration recommends the full board approve Raymond Hill's appointment to the Airport Authority with a term expiring December 31, 2023



March 10, 2022

Wexford County
437 E. Division
Cadillac, MI 49601

Dear Commissioners:

Thank you for your interest in having us continue to provide general ledger assistance. We will assist in the areas specified by the county on a month-to-month basis at the rate of \$240 per hour for myself, \$180 per hour for a licensed CPA, and \$120 per hour for a staff accountant with governmental accounting experience. Travel rates are \$60 per hour, in addition to actual expenses. These rates will be effective on April 1, 2022. We will utilize the lowest rate whenever possible and work within the budget set by the Board of Commissioners. If we foresee that additional projects will require a budget amendment we will give prompt notice.

We appreciate the opportunity to continue to be of service to the County. We will render an invoice at the conclusion of each month. If you agree with the terms of the engagement, please sign the enclosed copy and return to our office.

If you have any questions related to this proposal I can be reached at (231) 832-2799 or via email at corinnah@hscompanies.com.

Sincerely,

H&S Companies

Corinna Hervey, CPA

Acknowledged:

Wexford County

**ASSESSING CONTRACT BETWEEN
THE CITY OF CADILLAC AND
THE COUNTY OF WEXFORD**

THIS CONTRACT is made effective the 1st day of April, 2022, between the CITY OF CADILLAC, Cadillac, Michigan (City), and the COUNTY OF WEXFORD, acting through the WEXFORD COUNTY EQUALIZATION DEPARTMENT, Wexford County, Michigan (Equalization Department).

RECITALS

- A. The City and the Equalization Department explored means of combining services for assessing properties in the City of Cadillac.
- B. The City determined to proceed with having the Equalization Department perform its assessment services to achieve the economies of operation which would result and to maintain a high quality of assessing services.
- C. The Equalization Department is agreeable to continuing to perform assessment duties for the City under the terms set forth in this Agreement.

AGREEMENT

As a result, the City and Equalization Department agree as follows:

1. **Term of Agreement:** This Agreement shall commence April 1, 2022 and shall continue until March 31, 2027. This term incorporates five (5) assessment years, each of which commences on April 1 and concludes on March 31.
2. **Equalization Department Duties:** The Equalization Department will represent the City in all matters concerning assessment administration, including, but not limited to the following:
 - a) **Assessment Roll:** The roll shall be completed and ready for review by Tuesday following the first Monday in March. Assessment notice changes shall be sent to all City property owners regardless of the amount of the increase. Sates data and property cards shall be available for inspection by the City of Cadillac Board of Review.
 - b) **Reports:** All reporting forms shall be completed by the Equalization Department. The Equalization Department shall represent the City in all appeals taken to the Small Claims Division of the Michigan Tax Tribunal and the Equalization Department shall provide additional supporting appraisals to sustain the assessment whenever possible. The City will be responsible for the costs of any appeal taken to the full Michigan Tax Tribunal, and the City shall be responsible for selecting and providing legal counsel, if any, for such Tribunal matters. The

Equalization Department will assist and provide testimony as is needed in any such appeals to the full Michigan Tax Tribunal. The City retains full settlement authority regarding all assessment appeals (to both Small Claims and the full Tax Tribunal).

3. **City Responsibilities:** The City shall be responsible for the following:
 - a) **Board of Review, Secretary, Meeting Place and Legal Notices:** The members of the Board of Review, the secretary for the Board of Review, the meeting place for the Board of Review and all legal notices required as a result of the Open Meetings Act shall be the sole responsibility and expense of the City.
 - b) **Postage Expense:** The City will be responsible for all postage expense for notices of assessment changes, summer and winter tax bills; the Equalization Department will physically mail such notices or bills, so long as the postage expense is paid by the city.
 - c) **License Agreement:** The City shall provide, at its sole expense, a License Agreement for the Equalizer Appraisal System to BSA&A Software.
4. **Computer and Storage:** The parties agree that storage of all assessment data for the City will be stored on the County's computer system. The Equalization Department will provide assessment and tax data updates as needed to the City's computer. The Equalization Department will provide full updates only for the Equalizer Appraisal System and Name and address updates to the Equalizer Tax Administration System.
5. **Fees:** The City shall pay the Equalization Department assessing fees pursuant to the following schedule per entry per year for assessing all real, personal, IFT, CFT, TIFA's and LDFA's located in the City of Cadillac. The fee will be adjusted annually by consumer price index as used in the capped value formula not to exceed 2% in any given year. Should the consumer price index be negative the rate will remain at the prior year amount for that year.

Year 1 (CPI used for capped value formula: 3.3%; use 2% cap):

April 1, 2022 - March 31, 2023 $\$18.71 \times 1.02 = \19.08

Subsequent years adjustments based on annual CPI as written above

In addition, a fee will be charged for Assessment Roll maintenance. The Assessment Roll maintenance fee is currently \$1.30 per parcel. The Assessment Roll maintenance fee is a Wexford County-wide fee and is subject to change with appropriate notice. Payment as provided in this paragraph will be due quarterly each contract year (i.e. July 1, October 1, January 1 and April 1).

6. **Appeals:** The Equalization Department retains the discretion to appeal any individual assessment change by the Cadillac Board of Review.

7. **Authority:** The parties respectively acknowledge that their governing boards (the Cadillac City Council and the Wexford County Board of Commissioners) have approved this Contract and have authorized the City Mayor and the Wexford County Board of Commissioners' Chairman to execute this Agreement where indicated. The Director of the Wexford County Equalization Department has signed this Agreement, indicating the Department's agreement to participate according to the terms of this Contract.
8. **Compliance with Laws.** Both parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations which affect this Agreement. In addition, the parties agree to the following provisions:
 - a) The parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be considered as a material breach of the Agreement. MCL 137.1209.
 - b) The parties shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status. Breach of this covenant may be regarded as a material breach of the Agreement. MCL §37.2209.
9. **Termination:** This Contract may be terminated by either party upon giving written notice of at least 180 days.
10. **Effective Date:** The effective date of this Contract is April 1, 2022.
11. **Merger:** All prior understandings and agreements between the City and the Equalization Department are merged in this Agreement. It completely expresses their full agreement. This Agreement has been entered into after full investigation, neither party relying upon any statements made by anyone else that is not set forth in this Agreement.
12. **Construction:** This Agreement shall be construed according to the laws of the State of Michigan.
13. **Amendment:** This Agreement may not be changed or cancelled except in writing
14. **Auto Renewal:** Unless changes are requested by either party, or unless either party gives written notice pursuant to Paragraph 9 of this Agreement, this contract will automatically renew beginning April 1 of each year with annual adjustments based on the CPI per Paragraph 5 of this agreement.

Dated: March 15, 2022

CITY OF CADILLAC

By: _____
Carla J. Filkins, Mayor

By: _____
Sandra Wasson, Clerk

WEXFORD COUNTY BOARD OF COMMISSIONERS

By: _____
Gary Taylor, Chairman

WEXFORD COUNTY EQUALIZATION DEPARTMENT

By: _____
Clifford Porterfield, Director

Slagle Township, Wexford County

Assessors Service Contract

April 1st 2022:

The following services will be provided for the Township of Slagle, Wexford County by the Wexford County Equalization Department.

- (1) Examine all parcels of real and personal property as required and determine the physical or economic depreciation.
- (2) Maintain assessment roll and add new construction or delete structures as of tax day.
- (3) Prepare and file state reports.
- (4) Prepare and certify the assessment roll.
- (5) Defend all assessments and give courtroom support at MI Tax Tribunal proceedings.
- (6) Process Homestead affidavits.
- (7) Attend Board of Review meetings as required.
- (8) Develop the ECF (economic condition factor) based on sales studies.
- (9) Prorate assessments on splits or combinations for the Township Treasurer.
- (10) Process land divisions (if Township Supervisor is unavailable to do so).
- (11) Print property record cards.
- (12) Maintain Assessing Software on Wexford County computer network.
- (13) Slagle Township is responsible for providing the assessing software. Postage and office supplies as needed for assessor duties.

The fee for this service shall be \$ 10.50 per parcel per year. Beginning April 1st 2022 and continuing thru March 31st 2023.

Clifford Porterfield MMAO (4) R-8388
Wexford County Equalization Director

Gary Taylor Chairman
Wexford County Board of Commissioners

Thomas Mannor, Slagle Township Supervisor

Tammy Porterfield, Slagle Township Clerk

Connie Roush, Slagle Township Treasurer

ASSESSING SERVICES AGREEMENT
BETWEEN THE CITY OF MANTON
AND THE COUNTY OF WEXFORD

This agreement is made this 10th day of April, 2022, between the City of Manton, Manton, Michigan ("City") and the County of Wexford, ("County"), acting on behalf of the Wexford County Equalization Department, Wexford County, Michigan ("Equalization Department").

Recitals

Whereas, the City and the Equalization Dept. have explored means of combining services for assessing properties in the City of Manton: and

Whereas, the City has determined that it would like the Equalization Dept. to perform assessment services, required by the City; and

Whereas, the County is agreeable to the Equalization Dept. performing the assessment duties for the City pursuant to the terms and conditions set forth in this agreement.

Now, therefore, for and in consideration of the mutual covenants, hereinafter contained, it is hereby agreed as follows:

1. TERM OF AGREEMENT: This agreement shall commence April 1, 2022 and shall continue until at which time the City or the County may wish to terminate or re-negotiate this agreement; at which time a written notice shall be given to the other party thirty days prior of the action.

2. EQUALIZATION DEPT. DUTIES: The Equalization Dept. will represent the City in all matters concerning assessment administration, including, but not limited to the following:
 - A. Perform all duties mandated by law of an Assessor.
 - B. Assist the Board of Review with hearings and meetings.
 - C. Defend the assessment roll at the Board of Review and Michigan Tax Tribunal hearings. Will assist with full Tribunal hearings, but not represent the City.
 - D. Work on Homestead Exemptions and defend such work at Tribunal.
 - E. Have its Director or assignee attend City of Manton commission meetings when needed to update Commissioners.
 - F. Give a percent of parcels that will be visited for field inspection on a per year basis.
 - G. Provide it own transportation and mileage expenses.
 - H. Provide a copy of certification and mileage expenses.
 - I. Put assessment roll on computer.
 - J. Provide all required tools and equipment. However, postage, copier and paper, office supplies will be provided from the City a no cost to the Dept.

3. CITY RESPONSIBILITIES: The City shall be responsible for the following:
 - A. The members of the Board of Review, the secretary for the Board of Review, the meeting place for the Board of Review and all legal notices required as a result of the open meetings act shall be the sole responsibility and expense of the City.
 - B. The City shall be responsible for all postage expense for notices of assessment changes, summer and winter tax bills. The Equalization Dept. will physically mail such notices or bills.
 - C. The City shall provide, at its sole expense, the following:
 1. Copier and paper
 2. Computer and paper
 3. Office Supplies
 4. Required forms

4. FEES: The City shall pay the Equalization Department \$10.50 (Ten dollars and 50cents) per parcel upon an invoice received by the City. This fee will increase annually by the rate of inflation as determined by the cpi increase updated in October of each year by the Michigan Department of Treasury. Should the inflation rate be negative the rate will stay at the prior year level

5. **APPEALS:** The Equalization Dept. in its sole discretion may appeal any individual assessment change by the City Board of Review.
6. **CONSTRUCTION:** This agreement shall be construed according to the laws of the State of Michigan.
7. **COMPLIANCE WITH THE LAW:** The parties hereto mutually agree to comply with all applicable Federal, State and Local laws, ordinances, rules and regulations in performing their obligations pursuant to this agreement.
8. **NONDISCRIMINATION:** The parties hereto, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individuals ability to perform the duties of a particular job or position, height; weight or marital status. Breach of this covenant shall be regarded as a material breach of this agreement.

STATUS OF EMPLOYEES: It is expressly understood and agreed that the employees, servants and agents of either of the parties to this agreement, shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other party. Each of the parties to this agreement, shall be responsible for paying the salaries, wages and other compensation due their employees performing work under this agreement, and for the withholding and payment of all applicable taxes, including but not, limited to income and social security taxes to the proper federal, state and local governments for their employees. The employees of each of the parties shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such but not limited to, health and accident insurance, life insurance' vacation leave, sick leave and longevity. Each of the parties shall carry workers disability insurance coverage for its employees, as required by law.
9. **LIABILITY:**
 10. A. All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities such as direct delivery, to be carried out, by the Equalization Dept's personnel in the performance of this agreement shall be the responsibility of the County, and not the responsibility of the City. If the liability, loss or damage is caused by, or arises out of the actions or failure to act on the part of the Equalization Dept's personnel: provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the county or its elected and appointed officers and employees by statute or court decisions.
 - B. All liability to third parties, loss or damage as a result of claims, demands, costs or judgments arising out of activities such as direct delivery, to be carried out by the City's personnel shall be the responsibility of the City and not the responsibility of the County. If the liability loss or damage is caused by or arises out of the actions or failure to act, on the part of the City's personnel; provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the City, or its elected and appointed officers and employees by statute or court decisions.
 - C. In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Equalization Department's personnel and the City's personnel in fulfillment of their responsibilities under this agreement, such liability, loss or damage shall be borne by County and City in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County, City or their elected and appointed officers and employees, respectively, by statute or court decisions.

- II. WAIVERS: No failure or delay on the part of either of the parties to this agreement in exercising any right, power, or privilege hereunder shall operate as waiver thereof, nor shall a single or partial exercise of any right, power of privilege preclude any other or further exercise of any other right, power or privilege.
- 12. AMENDMENTS OR MODIFICATIONS: Modifications, amendments or changes of any provision of this agreement or the services to be performed hereunder may be made only by the written mutual consent of the parties hereto.
- 13. ASSIGNMENT OR SUBCONTRACTING: The parties hereto shall not assign, subcontract or otherwise transfer their duties and/or obligations under this agreement,
- 14. DISREGARDING TITLES: The titles of the sections set forth in this agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the agreement.
- 15. COMPLETE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind any of the parties.
- 16. SEVERABILITY: If any clause or provision of this agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void; and, any such invalidity or unenforceability of this agreement shall not affect the validity or enforceability of the remainder of this agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality. And/or unenforceability of this agreement, this agreement shall be considered to have terminated as of the date in which the Clause or provision was rendered invalid or unenforceable.
- 17. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT: The persons signing this agreement on behalf of the parties hereto certify by their signature that they are authorized to sign on behalf of said parties and that this agreement has been authorized by said parties.

In Witness Whereof, the authorized representatives of the parties hereto have fully executed this agreement on the day and year first above written..

CITY OF MANTON

COUNTY OF WEXFORD

Gary Taylor

Joe Porterfield

4/6/2022

Wexford County Board of Commissioners				
Amendments to the 2022 Budget				
Adj #	Acct	Acct Description	Revenue	Expense
2022-04-01	101-101-699.00	Appropriated Fund	\$5,000.00	
	295-000-692.02	Memorial Wall		(\$5,000.00)

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: HR/PS Committee
FOR MEETING DATE: April 6, 2022
SUBJECT: Revision to Policy B-12.4 Paid Absence from the Workplace

SUMMARY OF ITEM TO BE PRESENTED:

When Policy B-12.4 was revised to accommodate the change from anniversary dates to accrual rates for the vacation time, the seniority required to start accruing at the higher rate was changed in error from 10 years to 12 years. This was brought to our attention by an employee and was never the intention of the policy change.

Following is a revision to the policy to correct that error.

RECOMMENDATION:

The HR/PS Committee forwards a recommendation to the full board to approve the Revision to Policy B-12.4 Paid Absence from the Workplace.

Personnel Management Policies

B-12.4 Paid Absence from the Workplace

County Board Approval: May 15, 1996; Amendments February 7, 2001; December 5, 2002; March 17, 2004; May 6, 2009; November 7, 2012; January 6, 2016; February 3, 2016; April 6, 2016; September 7, 2016; Effective March 29, 2019; Amended January 6, 2021; Amended February 3, 2021; Amended April 6, 2022

A. Vacation Leave.

1. Administrative information:

a. Pay status: paid leave.

b. Approval authority: Department Head or Elected Official.

2. Full-time employees who worked during the period establishing their vacation eligibility as set forth below shall accrue vacation on a bi-weekly work period in accordance with the following schedule.

Vacation shall be credited to each eligible employee at the end of the bi-weekly work period in which 75 hours (or 80 hours depending on the requirements of the position) of paid service is completed as listed below. When paid service does not total 75 (or 80) hours in a biweekly work period the employee shall be credited with a pro-rated amount of vacation for that work period based on the number of hours in pay status divided by 75 (or 80) hours multiplied by the applicable accrual rate.

Seniority Required	Per Work Period Accrual Rates	
	80 hrs/work period	75 hours/work period
1 year	3.08 hours	2.89 hours
5 years	4.62 hours	4.33 hours
10 years	6.15 hours	5.77 hours
20 years	7.69 hours	7.21 hours

Vacation shall be available for use only in biweekly periods subsequent to the biweekly work period in which it is earned.

3. Regular part-time employees are eligible for vacation leave and will accrue vacation at the above rates when their accumulated work hours reach the equivalent of the seniority levels noted above.

4. In order to be eligible for vacation benefits, employees must have worked for the County a minimum of 1950 hours (if a 75 work period) or 2080 hours (if the employee works in an 80 work period position). This applies to both full time and part time employees.

5. Maximum Accrual

Employees may accumulate vacation leave only up to the maximum accumulation limits provided below:

Time in Service Seniority Required	Maximum Accumulation Limit	Maximum Pay Out Limit
0 to 25 or more years	250 hours	200 hours

6. Upon termination of employment, the employee may be entitled to compensation for any accrued but unused vacation time (at their normal hourly or daily rate) in any of the following circumstances:

a. If the employee retires in accordance with the retirement plan currently in effect.

- b. If the employee resigns from employment and a minimum of two weeks advance notice is given.
- c. If the employee is laid off and requests payment of accrued vacation pay in writing.
- d. If the employee's position is eliminated as a result of staff reorganization, budget cuts or for some other reason not the fault of or caused by the employee.
- e. Note: Employees terminating within the first 6 months of employment (normally the probation period) will not be eligible for payment for any accrued vacation time.

- 7. Vacation leave scheduling shall be the result of coordination between the employee and the employee's supervisory chain of command.
- 8. Vacation leave shall be considered mandatory.

B. Paid Holidays.

- 1. Administrative information:
 - a. Pay status: paid leave.
 - b. Approval authority: not applicable.
- 2. The County Administrative Offices and Courts will be closed on the following holidays (note: this listing conforms as closely as possible to the recognized holiday listing that is promulgated by the State Court Administrator's Office.)
 - a. New Year's Day (January).
 - b. Martin Luther King Day (January).
 - c. Presidents' Day (February).
 - d. Good Friday (March or April, afternoon off only, from 12:00 PM onward).
 - e. Memorial Day (May).
 - f. Independence Day (July).
 - g. Labor Day (September).
 - h. Veterans Day (November).
 - i. Thanksgiving Day (November).
 - j. Friday after Thanksgiving Day (November).
 - k. Christmas Eve Day (December).
 - l. Christmas Day (December).
 - m. New Year's Eve Day (December).
- 3. Whenever a holiday falls on:
 - a. Saturday, the preceding Friday shall be considered the holiday for paid time off purposes.
 - b. Sunday, the following Monday shall be considered the holiday for paid time off purposes.
- 4. Procedures:
 - a. The County Administrator, Union representatives, and representatives from each of the three Courts will review the coming year's holiday schedule annually in November to:
 - 1) Ensure that there is agreement and conformity on the next year's holiday schedule in all County Departments, and to:

- 2) Determine if adjustments to the holiday schedule are warranted or desired. If adjustments are required, a proposal will be forwarded to the Board of Commissioners (via the appropriate Committee) for approval).
5. In the event that changes to the holiday schedule are required or desired, consensus agreement must be obtained between the County Administrator, each of the three Courts and the Union representatives and then sent to the Board of Commissioners for final approval.
6. A minimum of five calendar days prior to the closure of County offices due to holiday, the County Administrator shall post closure signs on the doors of each entryway to advise the general public of the holiday closure status.
7. If a holiday falls during a period when an employee is on authorized vacation leave, the holiday shall be counted as a holiday and not counted as leave and not deducted from the employee's accrued leave bank.

C. Administrative Leave.

1. Administrative information.
 - a. Pay status: paid leave.
 - b. Approval authority: Department Head/Elected Official.
2. There may be times when an employee's absence from the work place has been authorized by cognizant authority but does not logically fit into any of the paid absence categories outlined in this section. An example of this is the time that an employee is absent from the work place due to early closure or late opening of County offices because of heavy weather (described elsewhere in this manual).
3. In these instances, the cognizant Department Head or Elected Official shall cause the hours accounting (on the twice monthly time sheet) to reflect the designated number of hours of administrative leave as a separate category in hours accounting.

D. Paid Personal Leave.

1. Administrative information:
 - a. Pay status: paid leave.
 - b. Approval authority: Department Head or Elected Official.
2. All regular full-time non-probationary employees of the County shall be allowed 3 personal days as paid leave of absence per calendar year. A personal day shall be considered the equivalent of a full work day based on the employee's prescribed daily work period.
3. An employee who successfully complete their probationary period will be awarded a prorated amount of paid personal leave.
 Probationary periods are defined in collective bargaining agreements and in Policy B-9.0 Job Vacancies, Section H. Probationary period.
4. Personal days may be used only as requested and coordinated at least 7 days in advance of the date desired (whenever possible) with the cognizant Department Head or Elected Official. The Employer shall make every effort to notify the employee whether the request is granted within 3 days following submission of the request. A request for a personal day may be denied if the absence of the employee would unreasonably interfere

with or have an adverse impact on the ability of the Employer to provide required services.

5. Personal days are not cumulative from year to year and unused personal days will not be compensated for at the termination of employment as is the case with accrued vacation leave.

E. Medical Leave.

1. Administrative information: Changes effective March 29, 2019 and such changes supersede any prior policy or past practice:

- a. Full-time employees and regular part-time employees who work 25 hours or more per week.
- b. Pay status: paid leave
- c. Approval authority: Department Head/Elected Official

2. General.

a. Employees who accrue medical leave are eligible to use accrued medical leave, provided that the employee notifies his/her cognizant supervisory chain of command as soon as possible, but in no case later than the morning of the work day for which the employee will be absent. If the absence extends beyond a single work day, it is expected that the Employer will be kept informed by the employee as to his/her condition and anticipated dated of return to work.

b. A verification statement by a physician may be required by the supervisory chain of command at any time. This statement should contain the cause(s) of the sickness or disability and its expected duration.

c. In the event that an employee's need for medical leave extends longer than the employee's accumulated medical leave credits, the employee shall be placed on medical leave without pay effective the date that the accumulated medical leave credits are exhausted or cease being used by the employee. This period will continue until such time as the need for medical leave ceases or disability payments (under the Employer's disability insurance program) are also exhausted.

d. Upon return from medical leave, an employee must be given his/her previous job.

e. In the case of a work incapacitating injury or illness for which an employee is eligible for benefits under the Employer's sickness and accident insurance portion of the Employer's workers' compensation program, medical leave credits may be utilized, at the employee's request, to equalize the difference between the employee's normal bi-weekly after-tax earnings and the disability or compensation payment.

f. For the purposes of medical leave, "family member" includes all of the following:

- 1) A biological, adopted, or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
- 2) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
- 3) An individual to whom the eligible employee is legally married under the laws of any state.
- 4) A grandparent.
- 5) A grandchild.
- 6) A biological, foster, or adopted sibling.

3. Absence from work under the Family Medical Leave Act (FMLA) of 1993 is discussed in a separate section below.
4. Medical leave accrual:

Regular full-time employees will accrue medical leave at a rate of 0.0369 hours of medical leave to 1 hour of paid time, which is approximately 6 hours per month.

Regular part-time employees working 25 hours per week or more will accrue medical leave at a rate of 0.0286 hours of medical leave to 1 hour of paid time.
5. Medical leave utilization.
 - a. An employer shall allow an eligible employee to use accrued medical leave for any of the following:
 - 1) The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
 - 2) The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.
 - 3) If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
 - 4) For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.
 - b. Employees shall furnish satisfactory evidence of illness or injury when the illness or injury is expected to exceed 3 working days. The employee's supervisor, at his or her discretion, may require such evidence of illness or injury for periods of less than 3 working days.
 - c. Medical leave may be used upon accrual.
 6. Unused medical leave:
 - a. Except as set forth below, paid medical leave shall not accumulate from December 1st of any year to December 1st of any other year or be "carried over" in any manner and will have no monetary value upon separation from employment with the employer for whatever reason.

- b. Full-time employees may carry over a total of 12 unused medical leave days from year-to-year. Part-time employees may carry over a total of 40 unused medical leave hours from year to year.
- c. For full-time employees, at the end of each calendar year, up to five days of accrued but unused medical leave that is in excess of 12 days shall be multiplied by the employee's straight time rate of pay as of November 30th of that year and that amount shall be paid to the employee. Any unused medical leave days above the five-day maximum shall not be compensated and shall be deemed forfeit. For regular part-time employees working 25 hours or more per week, there shall be no amounts paid to employees for unused medical leave.
- d. Employees whose employment status with the County is severed forfeit all accrued medical leave benefits.
- e. In cases of work incapacitating illness or injury for which an employee is eligible for work disability payments under the Workers' Compensation Law of the State of Michigan, accrued medical leave may be utilized to maintain the difference between the employee's net regular salary or wage. Upon exhaustion of his or her medical leave bank, the employee shall draw only those benefits which are allowable under the Workers' Compensation Law of the State of Michigan, if any. The Employer will pay the first 14 days without charge to medical leave, to be reimbursed if later paid by workers' compensation.

F. Jury Duty Leave.

- 1. Administrative information:
 - a. Pay status: paid leave.
 - b. Approval authority: Department Head/Elected Official.
- 2. Employees selected for jury duty or who are summoned as a witness in a court proceeding shall be given a leave of absence for this period.
- 3. Employees shall be paid the difference between any jury duty or witness compensation they receive from the Court and the straight time pay they would otherwise have earned (exclusive of all premiums) for the time spent on jury duty or as a witness.
- 4. In order to receive pay for time spent on jury duty or as a witness, an employee must:
 - a. Give the Employer advance notice of the time he/she is to report for jury duty or as a witness.
 - b. Give satisfactory evidence that he/she served as a juror or witness at the summons of the Court on the day or days that he/she claims for such pay.
 - c. Return to work promptly after being excused as a juror or witness.

G. Family and Medical Leave.

In order to assure consistency in the application of the Federal Family and Medical Leave Act (FMLA) and coordinate same with existing labor contracts, it is the policy of Wexford County to designate all leaves of absence, paid or unpaid, which meet the eligibility requirements of the Family and Medical Leave Act, toward employees' allotment under the Family and Medical Leave Act.

The 12-week allotment granted through the Family and Medical Leave Act is computed on a rolling basis for the 12-month period preceding the leave and not on a calendar basis.

- 1. Administrative information.
 - a. Pay status: paid leave, see below for additional information.
 - b. Approval authority: Department Head/Elected Official

2. General. Employees who have been employed for at least 12 months are eligible for leaves of absence for family and medical reasons under the terms and conditions set forth below and as those terms and conditions are supplemented and explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act, provided that they were employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the requested leave:
 - a. Qualifying reasons for leave. An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any for any one, or more of the following reasons:
 - 1) The birth of a son or daughter and to care for a newborn child.
 - 2) The placement with an employee of a son or a daughter for adoption or foster care.
 - 3) To care for the employee's spouse, son, daughter or parent with a serious health condition.
 - 4) Because of a serious health condition that makes the employee unable to perform the functions of functions of his/her job.
 - 5) Service member
 - b. Explanation. For purposes of definition, the term "serious health condition" means:
 - 1) An illness, injury, impairment or physical or mental condition that involves any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility.
 - 2) Any period of incapacity requiring absence from work, school or other regular daily activities of more than 3 calendar days that also involves continuing treatment by (or under the supervision of) a health care provider.
 - 3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than 3 calendar days.
 - 4) Prenatal care.
 - c. Explanation. For purposes of definition, the term "Service member" means:
 - 1) The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Service member FMLA"). Except as mentioned below, an employee's rights and obligations to Service member FMLA Leave are governed by the County's existing FMLA policy.
 - a) Service member FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:
 - 1.) A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
 - 2.) To care for a covered family member who has incurred an injury or illness in the line of duty while on active

duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

- b) Duration of Service member FMLA
 - 1.) When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any rolling 12-month period.
 - 2.) When Leave Is To Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single rolling 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single rolling 12-month period.
- c) Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law.
 - 1.) Except as provided for to care for an injured/ill Service member, an eligible employee is entitled to a total of 12 work weeks of leave during a rolling 12-month period measured backward from the date an employee uses any leave.

d. Request for leave.

- 1) Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave and its anticipated duration. Requests for leave under this section will be routed to the employee's Department Head or Elected Official via the employee's supervisory chain of command.
- 2) Foreseeable leaves. An employee must provide at least 30 days advance notice before the leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or for planned medical treatment for a serious health condition of the employee or family member. If 30 days is not practicable (such as because of a lack of knowledge of exactly when the leave will be required or due to changes in circumstances), notice must be given as soon as possible. Employees are expected to consult with the Employer prior to the scheduling of planned medical treatment in order to work out said treatment schedule which best suits the needs of both the employee and the Employer. The Employer may, for justifiable cause, require the employee to reschedule treatment, subject to the approval of the health care provider and the ability to reschedule the treatment. In the event that an employee fails to give the required notice with no reasonable excuse for the delay, the Employer may delay the commencement of the leave until at least 30 days after the date that the employee gives notice of the need for leave.

- 3) Unforeseeable leaves: When the need for leave or its approximate timing is not foreseeable, an employee shall give notice to the Employer as soon as practicable under the facts and circumstances of his/her particular case. In the case of a medical emergency (such as a motor vehicle accident), written advance notice is not required.
- 4) Notice: Employees shall provide notice to the Employer either in person, by telephone or by fax. Notice may be given by an employee's representative if the employee is unable to do so himself or herself. In the case of unforeseeable leaves, the employee is expected to provide more information when it can be readily accomplished in a practical manner, taking into consideration the exigencies of the situation.

e. Medical certification.

- 1) A request for leave to care for the employee's family member with a serious health condition or due to the employee's own serious health condition that makes the employee unable to perform the functions of his/her position, must be supported by a certification issued by the health care provider of the employee or the employee's family member. This certification should be provided to the Employer within 15 calendar days of the request for leave unless it is not practical to do so despite the employee's diligent and good faith efforts. An employee who fails to provide this required certification may be denied the commencement of leave until certification is provided.
- 2) If the Employer has reason to doubt the validity of a medical certification, the employee may be required to obtain a second opinion at the Employer's expense from a health care provider of the Employer's choice, provided that the health care provider is not employed or cannot be employed on regular basis by the Employer. If the opinions of both the employee's and the Employer's designated health care providers differ, the Employer (at the Employer's expense) may require the opinion of a third health care provider designated jointly by the employee and Employer. Both parties must act in good faith in the selection of this third health care provider as this third opinion shall be final and binding on both the employee and the Employer.
- 3) The Employer may request recertification at any reasonable interval, but not more than once every 30 calendar days, unless:
 - a) The employee requests an extension of leave.
 - b) Circumstances described in the original certification have changed significantly (i.e., the duration or nature of the illness, medical complications, etc.).
 - c) The Employer receives information that casts doubt on the continuing validity of the last certification in the case.
- 4) The Employer may also require recertification of the employee's or family member's serious health condition when the Employer is prevented from recovering the Employer's share of health benefit premium payments made on the employee's behalf during a period of unpaid leave because the employee is unable to return to work after leave

due to the continuation, reoccurrence or onset of a serious health condition.

- 5) Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of leave, and the Employer may deny restoration to full duty until satisfactory certification is provided.

f. Length of leave:

- 1) An employee is eligible for up to 12 workweeks of leave each year. As described above, this year is based upon a "rolling" 12-month period measured backward from the date an employee uses any leave under this section. These 12 workweeks of leave may be taken in one continuous period. "Intermittently" or on a "reduced leave schedule" under certain circumstances.
- 2) "Intermittent" leave is leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time, and may include leave of periods of an hour or more to several weeks.
- 3) A "reduced leave schedule" is a leave schedule that reduces the number of working hours per workweek or hours per workday.
- 4) Leave taken because of a birth or placement of a child for adoption or foster care may only be taken intermittently or on a reduced leave schedule with the prior written approval of the Employer.
- 5) Leave taken to care for a sick family member or for an employee's own serious health condition may be taken intermittently or on a reduced leave schedule when medically necessary.
- 6) For intermittent leave or a reduced leave schedule, there must be a medical need for leave (as distinguished from voluntary treatments and procedures) and it must be that such medical need can be best accommodated through intermittent leave or a reduced leave schedule. Employees who require intermittent leave or a reduced leave schedule must attempt to schedule these leave periods so as to minimize the impact on the Employer's operations.
- 7) A foreseeable request for intermittent leave or for a reduced leave schedule may result in the Employer requiring the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates the recurring periods of leave than does the employee's regular position. This alternative position must have equivalent pay and benefits. The Employer may also transfer the employee to a part-time position with the same rate of pay and benefits, provided the employee is not required to take more leave than is medically necessary. The Employer may not eliminate benefits to which the employee is entitled to and which otherwise would not normally be provided to an employee in this part-time position, however, the

Employer may proportionately reduce earned benefits where such reduction is normally made for part-time employees.

- 8) If an employee takes leave on an intermittent or reduced leave schedule basis, only the amount of leave actually taken is counted toward the maximum of 12 weeks of leave. Where an employee normally works a part-time schedule or variable hours, the amount of leave is determined on a pro-rata or proportional basis by comparing the new schedule with the employee's normal schedule. If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used for calculating the employee's normal workweek.

g. Pay status while on leave: Employee's on leave of absence under this section shall be paid in accordance with the following:

- 1) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued leave days. These paid leave days shall be applied in the following order:
 - a) Paid sick leave.
 - b) Paid personal leave.
 - c) Paid vacation.
- 2) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:
 - a) Paid personal leave.
 - b) Paid vacation.
- 3) As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay.

h. Benefit status while on leave.

- 1) While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- 2) An employee may choose not to retain health coverage while on leave and upon return from the leave is entitled to reinstatement of the group health plan coverage without any qualifying period, physical examination or exclusion of pre-existing conditions.
- 3) Except as required by the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the Employer's obligation to maintain health benefits ceases when an employee informs the Employer of his/her intent

not to return from leave (including at the start of the leave if the Employer is so informed on or before the starting date of the leave), the employee fails to return from leave and thereby terminates employment or the employee exhausts his/her leave entitlement.

- 4) The Employer may recover its share of health plan premiums paid during a period of unpaid leave from an employee if the employee fails to return to work after the employee's leave entitlement has been exhausted or expires, unless the reason that the employee does not return is due to:
 - a) The continuation, recurrence or onset of a serious health condition which would entitle the employee to leave under this section, unless the Employer requests medical certification and the employee does not provide such certification in a timely manner (within 30 days); or
 - b) Other circumstances beyond the employee's control.
- 5) The Employer's right to recover its share of health premiums paid during periods of unpaid leave extends to the entire period of unpaid leave taken by the employee.

When an employee fails to return to work, except for the reasons stated above, health premiums paid by the Employer during a period of leave are a debt owed by the non-returning employee to the Employer. In the circumstances where recovery is allowed, the Employer may recover its share of health insurance premiums through deduction from any sums due to the employee (i.e., unpaid wages, vacation pay, profit sharing, etc.). Alternatively, the Employer may initiate legal action against the employee to recover its share of health insurance premiums.

- i. Rights upon return to work. On return from leave, an employee shall be returned to the same position that he/she held when leave commenced or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification.

H. Disability Leave.

1. Administrative information:
 - a. Pay status: paid leave, see below for additional information.
 - b. Approval authority: Department Head/Elected Official.
2. After completion of the 12 week family and medical leave granted because of a serious health condition that caused the employee to be unable to perform the functions of his/her job, a supplemental disability leave of absence may be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certification establishing (to the Employer's satisfaction) that the employee is indeed incapacitated from the safe performance of work due to illness, injury or other disability.

3. During a disability leave, an employee shall receive paid sick leave if available from a collective bargaining agreement or from County policy. Paid sick leave and accident insurance payments will be granted if allowed under the appropriate collective bargaining agreement or County policy.
4. Disability leave will continue for the period of the employee's disability provided, however, that the duration of disability leave does not exceed 24 consecutive months or the length of the employee's seniority, whichever is lesser. The employer may request, at any time as a condition of continuance of disability leave, proof of the employee's continuing disability.
5. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to perform the job, the Employer may require medical examination by a physician selected by the Employer at the Employer's cost, and, if appropriate, require the employee to take leave of absence under this policy.
6. Employees are required to notify the Employer of any condition which will require a leave of absence under this policy together with the anticipated date for commencement of the leave. This notice should be given as soon as the employee is first aware of the condition and should be processed via the employee's supervisory chain of command to the County Administrator for final approval.
7. Employees who have requested leave under this policy shall present a physician's certification of the need for this leave of absence, and, if applicable, the ability to remain at work until the commencement of disability leave.
8. Employees returning to work from disability leave must present a physician's certificate establishing to the Employer's satisfaction that the employee is able to perform his/her job.

I. Bereavement Leave.

1. Administrative information:
 - a. Pay status: paid leave, see below for additional information.
 - b. Approval authority: Department Head/Elected Official.
2. Full-time employees shall be granted a leave of absence with pay for up to 3 days when a death occurs in the immediate family.
3. For the purposes of this section, the term "immediate family" is defined as the employee's spouse, children, mother, father, sister, brother, grandparents, grandchildren, stepchildren, stepmother, stepfather, father-in-law, mother-in-law, sister-in-law, brother-in-law, spouse's grandparents, and the spouse(s) of the employee's children.
4. Bereavement leave will be requested and coordinated by the employee with his/her supervisor sufficiently in advance so as to allow the employee to make travel plans (if required) and to allow the Employer to make adequate adjustments to departmental operations.
5. If the funeral is scheduled for a location outside of the State of Michigan and more time is required, the employee has the option of using other accrued leave days or taking an additional two days bereavement leave under this section. Such additional days of bereavement leave will be without pay.

6. Under normal circumstances, bereavement leave is to be taken on consecutive days, however, in instances where the burial date is different from the funeral date, bereavement leave days may be split to allow attendance at both ceremonies. When leave dates are split under this section, the employee must coordinate with his/her supervisory chain of command.

DRAFT



Attachment (1) - Wexford County Leave Request Form

Name _____ Date _____

Department _____

Date(s) Requested	Hours (if applicable)	Type of leave: Annual, Personal, Sick
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. Please indicate if the time taken is annual, personal or sick time.
2. Forward to Department Head or Administrator.
3. You will be notified as soon as possible of the status of your request
4. A signed copy of this form will be returned to you for your files.

Approved Yes No

Explanation, if any
(to be used by employee and/or supervisor)

Department Head or Administrator

Date

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: HR/PS Committee
FOR MEETING DATE: April 6, 2022
SUBJECT: New Policy- D-9.1 Wrecker Policy

SUMMARY OF ITEM TO BE PRESENTED:

The county does not currently have a county policy for wrecker services. Per the request and recommendation of Dispatch Director Duane Alworden, following is draft policy D-9.1 Wrecker Policy for consideration. This policy has been reviewed by legal counsel.

RECOMMENDATION:

The HR/PS Committee forwards a recommendation to the full board to approve Policy D-9.1 Wrecker Policy.

Facilities and Equipment Management

D-9.1 Wrecker Policy

County Board Approval:

A. **General**

It is the purpose of this policy to establish practical operational guidelines and procedures for the implementation of towing services as needed by agencies serviced by Wexford County Central Dispatch. These guidelines include operational procedures to provide fair and efficient tow services by competent, courteous, and efficient tow service providers. This directive shall apply to all dispatch personnel, all law enforcement agencies, and all fire/ambulance service personnel serviced by Wexford County Central Dispatch, and all tow service providers authorized to provide such service in Wexford County.

B. **Liability Insurance Standards**

1. Any towing service seeking qualification as a service provider must obtain and produce upon application, a certificate of insurance completed by their insurance carrier naming Wexford County Central Dispatch as an additional insured. Certificates must be provided to Wexford County Central Dispatch prior to qualification.
2. Mandatory insurance coverage must include:
 - a. Worker's compensation
 - b. Employer's liability insurance
 - c. General liability (occurrence basis only) with the following inclusions:
 - i. Broad form general liability endorsement or equivalent, if not in policy form
 - ii. Independent contract
 - iii. Product completed operations
 - iv. Contractual liability
3. Vehicle liability coverage and Michigan no-fault coverage including all owned, non-owned, and hired vehicles.
4. The limits of liability for items b and c must not be less than \$1,000,000 per occurrence and/or aggregate combines single limit personal injury, bodily injury, and property damage.
5. All certificates of insurance must include 30-day advance notice of cancellation to Wexford County Central Dispatch.
6. Qualification as a tow service will be immediately suspended upon receipt of notification on non-coverage and said tow service will not be utilized until required proof of insurance is provided to Wexford County Central Dispatch.
7. Wexford County Central Dispatch must be notified when insurance certificates are renewed, and any change in insurance carrier.

C. **Additional Requirements and Standards**

Tow providers are required as a matter of policy by Wexford County Central Dispatch to comply with the following requirements. Failure to meet these requirements will render the provider ineligible for utilization as a tow provider. Wexford County Central Dispatch may establish additional criteria as necessity dictates.

1. Tow services must not misrepresent or conceal any material facts when seeking qualification under the provisions of this policy.
2. Prior to qualification, the tow service representative must sign and date a form indicating they have read and understand the provisions set forth by this policy. They must also provide their employees who service Wexford County with a written copy of this policy. The signed acknowledgement form will be retained at Wexford County Central Dispatch.
3. Wexford County Central Dispatch will distribute “no-preference” calls in the most equitable manner possible. There is no guarantee, specific or implied by this directive that any qualified tow service provider will receive any specific number or percentage of requests for service.
4. Emergency tow service will be utilized in a manner which most effectively and efficiently serves on-scene emergency personnel.
5. All participating tow services will comply with all applicable state laws, local ordinances, zoning requirements, and any/all other regulatory directives that apply to said tow service.
6. Qualified tow providers will:
 - a. Be available 24 hours per day, 7 days per week
 - b. Have minimum of one tow truck available
 - c. Have reasonable rate scale based on industry standards for services provided
 - d. Non-emergency providers will give requests by Wexford County Central Dispatch and its related emergency service agencies priority, and will respond promptly to requests for service. Response times must be reasonable (see below for requirements). Repeated delays may result in loss of qualifications.
7. Reasonable response time
 - a. Emergency response time, in the most expeditious manner, following all traffic laws.
 - b. Non-emergency response time: 20 minutes from time of notification, following all traffic laws.
 - c. All drivers shall respond in a safe manner and shall obey posted speed limits or reduce speed if conditions dictate.
8. Telephone Notification
 - a. Tow providers will answer the phone within 5 rings. Failure to do so will be considered non-available for service. Repeated non-availability shall be considered loss of qualification, as determined by Wexford County Central Dispatch.
 - b. Non-availability for whatever reason is considered as a service provided in rotation.
 - c. Tow services will provide and maintain only one contact number for use Wexford County Central Dispatch.
9. Unauthorized Vehicle Removal
 - a. Tow providers shall not remove any vehicle from a reportable accident scene until directed to do so by the appropriate law enforcement agency.

D. Physical Requirements

1. Tow companies must disclose physical address, not just a PO box.

2. Personal property within vehicles is not subject to lien. Only the vehicles themselves.
3. Tow companies must provide secure and safe storage facilities for any property towed.
4. A complete list of equipment and equipment capabilities shall be provided to Wexford County Central Dispatch, and it shall be the responsibility of the tow service representative to maintain the listed equipment.

E. Administrative Standards

1. It is expected that tow service providers will arrive at scenes as requested. Tow agencies will not respond to scenes unless requested to do so. Utilizing a scanner or other means to preemptively respond to a scene is prohibited, and grounds for disqualification.
2. All drivers will be sober and conduct themselves in a courteous and professional manner. Profanity or belligerence of any kind including gesturing or shouting at service recipients will not be tolerated and is grounds for disqualification.
3. Wexford County Central Dispatch expects that all drivers in the employ of approved tow agencies are properly licensed and free from any felony convictions.
4. Unethical business practices will not be tolerated and are grounds for disqualification. Discovery of same may prompt a sanction hearing before the 911 Board of Directors of Wexford County.
5. All equipment and operators must be qualified under the provisions of Motor Carrier Safety Act, 1983, P.A. 181, and Michigan Vehicle Code, 1949 P.A. 300 as amended.
6. No tow agency may represent itself as an agent of Wexford County or the City of Cadillac, nor does it act as an agent of either.
7. Tow drivers must remove all glass, debris, and potentially injurious materials from roadways pursuant to state law, MCL 324.8902, PA 451 of 1994 which outlines the following:

324.8902 Littering property or water prohibited; removal of injurious substances dropped on highways as result of accident.

Sec. 8902

1. A person shall not knowingly, without the consent of the public authority having supervision of public property or the owner of the private property, dump, deposit, place, throw, or leave, or cause or permit the dumping, depositing, placing, theowing, or leaving of, litter on public or private property or water other than property designated and set aside for such purposes.
2. A person who removes a vehicle that is wrecked or damaged in an accident on a highway, road, or street shall remove all glass and other injurious substances dropped on the highway, road, or street, as a result of the accident.
8. All qualified tow agencies will comply with the provisions regarding abandoned vehicles as stated in MCL 257.252 a-g, 257.252 I, and 257.254.
9. All qualified tow agencies will immediately contact Wexford County Central Dispatch regarding privately contracted or repossessions or impounds, such as those for non-payment or from parking lots for authorized parking only. Tow agencies will provide the make/model/color/plate or VIN of any vehicle towed, as well as the location from which it was towed.

F. Investigations.

1. Due to the sensitive nature of many criminal investigations which require maximum confidentiality, law enforcement agencies may deviate from the directive as necessary for those investigations.

G. Exceptions/ Revision Responsibility

1. Any exceptions to this policy shall be made on an individual basis as circumstances dictate.
2. Wexford County Central Dispatch is the sole agency to make corrections necessary.

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: HR/PS Committee
FOR MEETING DATE: April 6, 2022
SUBJECT: New Policy F-1.0 UAS

SUMMARY OF ITEM TO BE PRESENTED:

Following is a draft policy for Unmanned Aerial Systems. The policy was drafted by Emergency Manager Travis Baker and reviewed and revised by legal counsel. The need for this policy arose due to the recent purchase of the drone.

RECOMMENDATION:

The HR/PS Committee forwards a recommendation to the full board to approve the Policy F-1.0 Unmanned Aerial Systems.

Emergency Management

F-1.0 Unmanned Aerial Systems

County Board Approval:

A. General

The following procedures are intended to promote safe, efficient, and lawful operations of the Wexford County Emergency Management's unmanned aerial system (UAS).

B. Philosophy and Mission Statement

Personnel within Wexford County who are authorized and trained in the use of unmanned aerial systems (UAS) shall be authorized to use this resource to protect the lives and property of citizens and provide emergency management support to first responders in a constitutionally and legally sound manner. Use of an UAS can be utilized in circumstances which would save life and property, as well as being able to detect possible dangers that could not otherwise be seen.

The use of UAS's is quickly growing but had it been available during large catastrophes such as hurricane Katrina, it would have had a large impact on all aspects of emergency response when personnel were in short supply.

UASs can support any responder in any all-hazard incident that would benefit from an aerial perspective. Additionally, the UAS would be suitable uses in locating and apprehending subject, mission persons, search and rescue operations, and support on a fire scene, as well as any task that can be best accomplished from the air in an efficient and effective manner.

C. Protection of Rights and Privacy

Any application of the UAS shall be in accordance with Federal, State and City laws, to include constitutional privacy rights, search and seizure regulations, and Federal Aviation Administration (FAA) regulations. The authorized UAS operator and visual observer tasked with operation of the UAS will be mindful of privacy rights and, absent a warrant or exigent circumstances, shall not intentionally record or transmit images in any location where a person would have a reasonable expectation of privacy.. To accomplish this goal we will:

1. When the UAS is being flown the gimble camera onboard will be turned so as to be facing away from occupied structures, etc to minimize inadvertent video or still images of uninvolved persons.
2. Unless a UAS deployment has been designated as a record exempt from public disclosure under the law of the jurisdiction in which the flight occurs, the flight data shall be a public record. All video and still images will be maintained by Wexford County Emergency Management Director, and only distributed as may be required by law, or where such distribution is not contrary to law in the opinion of the Emergency Manager
3. The Emergency Management Office will not conduct random surveillance activities. The use of the UAS will limited to authorized uses.
4. The authorized missions for the Wexford County Emergency Management UAS are:
 - a. Video/photographs for investigative support (Homicide, Accident Investigation, wildland or structural fires) that does not require judicial approval under statutory or established case law .
 - b. Emergency Management / Public Safety purposes including HAZMAT Response, Search and Rescue, Traffic Accidents, Disaster Response (flood, tornado, etc).

- c. Officer Safety / Tactical Applications in situations where police operational efficiency and public safety could be improved.
 - d. Training and test flights on a periodic basis as required to maintain proficiency and satisfy any requirements of licensing or FAA mandate.
 - e. Mutual aid requests for UAS authorization will be considered by the Emergency Manager. All mandates in this policy will be applied to mutual aid deployments.
5. All other requested must be approved by the Emergency Management Director prior to accepting the mission. The Emergency Manager balance all operations with the need to accomplish the mission while maintaining public privacy and the freedom from intrusion. This program will operate strictly within the laws and regulations set by the Federal Aviation Administration. (FAA) Maximum altitude shall not be set more then 400' per FAA regulations

The UAS shall NOT be used for the following:

- a. To conduct random surveillance activities.
- b. To target a person or situation based solely on individual characteristics such as, but not limited to; race, color, national origin, religion, age, sex, sexual orientation, gender identity, marital status, height, weight, disability, or any other protected classifications.
- c. To harass, intimidate or discriminate against any individual or group.
- d. To conduct personal business of any type.

D. Personnel

The Wexford County Office of Emergency Management is responsible for the overall direction and performance of the UAS unit.

UAS Program Coordinator

The Director of Emergency Management will act as the UAS Coordinator .

The UAS Coordinator must maintain a current Part 107 UAS Pilot License issues by the Federal Aviation Administration.

The responsibilities of the UAS Coordinator will include:

- 1. Maintaining all training, flight and maintenance records for each operator and observer as well as individual airframes.
- 2. Overseeing the training and FAA licensing of operators.
- 3. Ensuring that policies and procedures conform to current laws, regulations, and best practices. This shall require that the UAS Program Coordinator maintain contact with the FAA and be up to date of rules and regulations as they change.
- 4. Overseeing procurement and maintenance of UAS equipment.
- 5. Recommending program enhancements including safety and information security.

E. Operators

Only Wexford County Emergency Management UAS operators are authorized to control the UAS during active, in-flight deployments. An operator's primary duty is the safe and effective operation of the UAS in accordance with the manufacturer's approved flight manual, FAA regulations and these policies and procedures.

An authorized UAS operator must:

1. Hold a valid a remote pilot certificate with an UAS rating and who has the final authority and responsibility for the safe operation of an UAS deployment conducted under part FAA 14 CFR part 107 . The certificate must be on file with the UAS Coordinator
2. Have successfully completed training on the UAS owned by the County and final check off from the UAS Coordinator on completed training.
3. Understand and fully comply with current FAA regulations applicable to the airspace where the UAS will operate.
4. Maintain a working knowledge of applicable FAA regulations, UAS manufacturer's flight manual and bulletins.
5. Be mindful of privacy rights and, absent a warrant or exigent circumstances, shall not intentionally record or transmit images in any location where a person would have a reasonable expectation of privacy (e.g., inside a structure). An authorized UAS Operator shall take reasonable precautions to avoid an inadvertent recording or transmission of captured images in violation of privacy rights.

F. Visual Observers (VO)

A VO working in tandem with the authorized UAS Operator is responsible for communications, limiting distractions authorized UAS Operator , and for general safety and oversight of the UAS deployment. This includes but is not limited to responsibility for radio communications with units on the ground, phone calls with command staff of the incident, etc

1. To be considered for selection as a Visual Observer (VO), applicants are not required to have a Part 107 UAS Pilot License.
2. VO's must have successfully completed training to communicate clearly to the authorized UAS Operator any turning instructions required to stay clear of conflicting traffic. VOs will receive training on rules and responsibilities.

G. Facilities

1. The UAS will be housed at the Emergency Management Office, located within the 911 Dispatch Center.
2. Personnel will not leave the Emergency Management Office without making sure that the UAS equipment is secured in its case and all equipment is with the UAS.
3. The UAS Coordinator will assign a key card to access the 911 Dispatch Center once they are a FAA Licensed Operator, VO's will not get a key card to access the building.
4. All personnel are equally responsible for maintaining the facility in a neat, clean and orderly fashion.

H. Scheduling

1. To facilitate the broad use of the UAS, it shall be made available to all agencies within the county and can be available to surrounding counties if necessary.
2. To maintain a level of proficiency with the UAS, operators will be required to train on the UAS at least 8 hours every two (2) months. Training will be coordinated through the UAS coordinator and announced to those who are currently in the program or wanting to join the team.

I. Medical Factors

1. Operators and VO's shall only deploy the UAS when rested and emotionally prepared for the tasks at hand.
2. Physical illness, exhaustion, emotional problems, etc. can seriously impair judgment, memory and alertness. The safest rule is not to act as an operator or VO when suffering from any of the above. Members are expected to "stand down" when these problems could reasonably be expected to affect their ability to perform flight duties.
3. No member shall act as an operator or observer within eight (8) hours after consumption of any alcoholic beverage.

J. General Operation Procedures

Request for UAS Support:

1. Requests for the UAS shall be made through Wexford County Central Dispatch who will contact the Emergency Management Director, if he or she is unavailable, Central Dispatch will have a number to contact another UAS operator.
2. Requests for UAS support can be made at any time during the day or night.
3. Once contact is made to an operator, the UAS operator will check the weather and check for any flight restrictions in the area.
4. Central Dispatch will give the operator information on the request and a name and contact number for someone on scene to coordinate the response.
5. The operator will then make contact with a VO to have them respond as well to assist with the operation.

K. Deployment Priorities

1. The UAS shall not be used for the purpose of random surveillance.
2. If several separate requests for UAS support are received simultaneously, they shall be prioritized.
3. In general terms, requests for UAS support are prioritized as:
 - Life Safety
 - Evidence / Documentation

L. Accident Notification

FAA 14 CFR Part 107 regulations require the authorized UAS Operator to report an accident involving the UAS to the FAA within 10 days if the accident event results in serious injury or loss of consciousness to any person. Any damage to property in excess of \$500 (not including the UAS device) will also require FAA reporting. All in-flight accidents and incidents involving fatalities, injuries, property damage, and fly-aways attributable to the UAS shall be immediately reported – in writing -- to the Emergency Manager.