

**CASCADE CHARTER TOWNSHIP**  
**PERSONNEL & FINANCE COMMITTEE MEETING**  
October 15, 2021 at 9:00 am  
Cascade Township Hall – Large Conference Room  
5920 Tahoe Dr. SE  
Grand Rapids, MI 49546

- ARTICLE 1.** Call the Meeting to Order
- ARTICLE 2.** Approval of the Agenda
- ARTICLE 3.** Approval of the Minutes of the September 8, 2021 Meeting
- ARTICLE 4.** Review & Consideration of Assessing Services Contract
- ARTICLE 5.** Review & Consideration of Legal Services Policy
- ARTICLE 6.** Discussion on Staffing
- ARTICLE 7.** Discussion on Guidelines for Cancellation and/or Rescheduling of Personnel/Finance Committee meetings
- ARTICLE 8.** Public Comment (Please limit comment to 3 minutes)
- ARTICLE 9.** Adjournment

**CASCADE CHARTER TOWNSHIP**  
**PERSONNEL & FINANCE COMMITTEE MEETING**  
September 8, 2021 at 9:00am  
Cascade Township Hall – Large Conference Room  
5920 Tahoe Dr. SE  
Grand Rapids, MI 49546

**Members Present:** Supervisor Grace Lesperance, Treasurer Ken Peirce, Trustee Koessel

**Others Present:** Township Manager (TM) Ben Swayze

**Members of the Public:** None

**ARTICLE 1. Call to Order:** Meeting was called to order at 9:03am

**ARTICLE 2. Approval of the Agenda:** Motion by Treasurer Peirce, Supported by Trustee Koessel to approve the agenda. Motion carried.

**ARTICLE 3. Approval of the Minutes of the August 11, 2021 Meeting:** Motion by Treasurer Peirce, Supported by Trustee Koessel to approve the minutes. Motion carried.

**ARTICLE 4. Review and Consideration of the 2<sup>nd</sup> Quarter Budget Amendments:** TM Swayze reviewed the proposed 2<sup>nd</sup> Quarter Budget Amendments. Most amendments came from various approvals the Board made the first half of the year. TM Swayze explained the need for the legal services budget amendment. TM Swayze indicated that 2021 has been a perfect storm for increased legal services including new Board members, the SAD issues, a new Township Attorney and several Tax Tribunal cases involving Township Hotels. Discussion ensued. TM Swayze indicated another legal services amendment will likely be needed before the end of the year. The committee discussed developing a policy on who from the Township is able to contact the Township attorney. Direction was given to TM Swayze to develop a proposed policy and bring it back for consideration at a future meeting.

*Motion by Supervisor Lesperance, Supported by Treasurer Peirce to recommend the Township Board approve the 2<sup>nd</sup> Quarter Budget Amendments. Motion Carried.*

**ARTICLE 5. Discussion on Staffing** TM Swayze explained the process that will be followed before a recommendation is made to the Committee on filling the Community Development Director role. Similar analysis is being done on other potential positions including a Township Engineer and Communications Specialist. Treasurer Peirce recommended exploring the need for an IT position. Trustee Koessel recommended talking to Kentwood about a shared services agreement for engineering. Supervisor Lesperance discussed HR issues that have been brought to her attention in the Buildings and Grounds Department.

*No action, discussion only*

**ARTICLE 6. Public Comment:** None

**ARTICLE 7. Adjournment:** Motion by Treasurer Peirce, Supported by Supervisor Lesperance to adjourn the meeting. Meeting adjourned at 9:57am.

**Approved by the Personnel & Finance Committee – TBD**

DRAFT

**AGREEMENT FOR  
PROFESSIONAL ASSESSOR SERVICES**

**THIS AGREEMENT** (“Agreement”), made and entered into this \_\_\_ day of April 2020 by and between the **CASCADE CHARTER TOWNSHIP**, a Michigan Municipal Corporation, 2865 Thornhills Drive SE, Grand Rapids, Michigan 49546, hereinafter referred to as “**TOWNSHIP**,” and     **Name**    ,     **Address**    , hereinafter referred to as “**ASSESSOR**.”

**WITNESSETH:**

**WHEREAS**, it is the intent of the Township to retain Assessor to perform the duties of **Supervising the Preparation of the Assessment Roll** as its certified assessor as an independent contractor; and

**WHEREAS**, Assessor has the proper State certification as an MMAO Level 4 assessor to act in that capacity for and on behalf of the Township; and

**WHEREAS**, the parties wish by this Agreement, to define their respective rights and responsibilities during the term of this Agreement;

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein expressed, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

**SECTION I: BASIC SERVICES OF THE ASSESSOR**

The following are deemed services or requirements included in the compensation of the Assessor under Section III - Payment unless otherwise stated:

**1.1 General Duties:**

The Assessor shall be required to perform all duties of an Assessor pursuant to Michigan statute and law, and all other rules and guidelines established for the proper performance of said position, and as same may be from time to time amended, while this agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional Assessment Management. The Assessor will oversee the work product of the Manager of Assessment Services and staff to insure any and all requirements as spelled out in the attached document *State Tax Commission Supervising Preparation of the Assessment Roll* are performed in compliance with the General Property Tax Act, directives of the State Tax Commission, and generally accepted appraisal methodology.

**1.2 Office Hours:**

During the term hereof, the Assessor need not maintain regular office hours at the Cascade Charter Township Hall, but shall be available upon request to confer with Office Staff and/or Taxpayers or their representatives by email, phone call, or in person as best meets the needs of the situation, as determined in consultation with the Township Manager.

**1.3 Public Relations/Customer Service:**

Township Staff members are the primary contact persons for the public and are expected to handle the majority of the communications between the public and the assessor’s office. The Assessor may, when requested by staff, work with and advise property owners in the ad valorem taxation

system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that taxpayer access to correct information often settles potential appeals before they are filed. Phone calls and answers to e-mails and faxes will be responded to in a timely manner, expected within 24 hours of receipt by the staff when received during the standard work week whenever physically possible. Assessor does intend to travel and will be certain that Staff is aware of that schedule, and will make the same commitment to respond to requests for information.

**1.4 Economic Condition Factors (ECF):**

The staff shall annually prepare studies to determine land values and ECF's, then calculate proposed land values and ECF's for each neighborhood. During the term hereof, Assessor shall annually review all new land values and economic condition factors (ECF) by neighborhood and ascertain that these are properly computed and applied to property records so that current assessments are reflective of fifty percent (50%) of True Cash Value on the assessment roll.

**1.5 "Proposal A" Requirements:**

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and Staff's actions monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the requirements of the General Property Tax Act, including:

- A. Approval or denial of principal residence and agricultural exemptions;
- B. Uncapping in whole or in part of any parcel determined to have had a "Transfer of Ownership" in the prior calendar year;
- C. Audit of the principal residence, transfer of ownership, allocation of prior assessed and taxable values of child parcels resulting when parcels are split or combined; and
- E. Audit the calculation of both assessed and tentative taxable values for all parcels, taking into consideration losses, additions and adjustment values in any given year.

**1.6 Assessment Roll Preparation and Records:**

The Assessor shall supervise the entry of the several values into the assessment roll (ad valorem), specific tax rolls (IFT) and special districts such as DDA's, sign the required certificates, and prepare warrants authorizing the collection of taxes by the Township Treasurer.

**1.7 Records:**

All records and documents developed and maintained by the Assessor under the terms of this Agreement shall be the property of the Township for review and audit, ultimately to become a part of the Township's records.

**1.8 Board of Review:**

The Assessor, or her Associate (if any), may attend the Organizational Meeting, may be available for each of the two (2) March Board of Review hearing sessions, and may be available to attend the July and/or December meetings of the Board of Review upon the request of the Manager of Assessing Services or the Board of Review. The Assessor shall be available to assist Staff to

provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal. Such information may include reference to sales studies, ECF studies, land value studies, income and expense studies and other work as performed by Staff in the preparation of the assessment roll.

**1.9 Sales and Appraisal Studies:**

The Assessor shall supervise the preparation of sales studies using available data and evaluate all equalization sales and/or appraisal studies and respond as appropriate to the Kent County Equalization Director with the Manager of Assessment Services.

**1.10 Forms:**

The Assessor shall file all mandated forms fully completed with Kent County Equalization Department, State Tax Commission and/or other agencies and entities, as required, in a timely manner.

**1.11 Defense of Appeals:**

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The Township shall retain responsibility for and control of all litigation and settlement negotiations. Assessor shall offer advice to Township staff on Small Claims appeals, and on Entire Tribunal appeals through the "Answer to Petition".

Any appeal to the Tax Tribunal may result in the Township obtaining competent legal counsel at its expense. If counsel shall desire the assistance of the Assessor in the defense of such appeals, additional fees for preparing or reviewing necessary valuation reports and/or consultation shall be agreed upon on a case-by-case basis. The Township may choose to retain the Assessor to prepare a Valuation Report at an additional fee or may employ another firm to prepare a supportable and defensible valuation report at their discretion.

The Assessor may assist Staff to defend any appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, assisting staff in filing necessary petitions and motions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at hearings and meetings as are required for the purpose of defending said appeal. Township hereby authorizes Assessor, subject to approval by the Township Manager, to discuss settlement where Assessor deems it appropriate or advisable for any appeal. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Assessor may provide as part of the services included under the terms and provisions of this Agreement such time and effort as is necessary to properly provide information, documents, analysis and advice as may be required in the determination of the Assessor and the Manager of Assessment Services to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the Township or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, the Assessor shall make herself

or her associates (if any) available for such further assistance as is requested by the Township and Staff in the defense of such appeal and shall be compensated for same as agreed upon on a case-by-case basis if determined to be appropriate. This may include service as an expert witness on behalf of the Township in any proceedings. In the event of the termination of this Agreement and a subsequent necessity for the services of the Assessor arises for purposes of consulting, review of information, analysis or expert testimony after the date of termination, the Assessor shall make herself and/or associates available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals; provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Assessor shall keep the Township Manager informed of all appeals and provide the Township Manager with any recommendation regarding said proceedings, the manner in which same are to be handled, any proposed settlement and like advice in concert with the Manager of Assessing Services.

The provisions of Paragraph 1.11 regarding appeals shall be equally applicable to any appeal of a personal property tax assessment.

**1.12 Reappraisal Program:**

The Staff shall comply with the continuing requirement to field inspect at least twenty percent (20%) of the Township parcels each year to ensure proper assessments. The exception to this may be in the year 2020 for the 2021 assessment roll as the State suffers from the effects of the Coronavirus Pandemic. State Tax Commission directives will be observed. Construction, maintenance and renovations of structures are to be tracked and inspected with notations made on the appropriate Property Record Card. Assessor shall determine compliance with this requirement.

**1.13 Personal Property Statements, Canvas and Assessments:**

The Staff shall prepare and maintain a comprehensive and accurate mailing list for personal property tax statements and maintain records for personal property assessments including data entry and calculation of True Cash and Taxable Values for each account. Staff shall perform an annual, timely personal property canvas to ensure all potential personal property business owners within the Township are included on the mailing list and all taxable personal property is included on the assessment roll.

**1.14 Equalization Increases:**

The Assessor shall supervise the preparation of the Assessment Roll to properly value each class of property at a ratio considered to be fifty percent (50%) of True Cash Value with resultant equalization factors of 1.0000 when the roll is presented to the Board of Review in March.

**1.15 Assessor Certification:**

The Assessor shall be certified as a Michigan Master Assessing Officer (Level IV) by the State Tax Commission of the State of Michigan and maintain that certification for the duration of this agreement.

**1.16 Use of Equipment:**

The Township shall provide Assessor remote access to the BS&A software and other reports and material of the Assessing Office. The Township shall provide the Assessor a township email account. When in the offices, a computer shall be made available for use by the Assessor.

**1.17 Indemnification/Employment:**

The parties hereto acknowledge that all personnel (except any current employees of the Township) that may or might be utilized by the Assessor in the performance of her duties hereunder shall, for all purposes, be considered employees of the Assessor and not employees of the Township. The Assessor shall employ Associates with prior permission of the Township Manager.

**1.18 Assessment Rolls and Special Districts:**

The Staff shall be responsible for the recording of any property value changes, new or loss, on the ad valorem assessment roll, specific tax rolls, and special districts relating to the designation of properties as within the Downtown Development Authority (DDA) District boundaries under the supervision of the Assessor.

**1.19 Security of Information:**

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of the Assessor outside of the Township offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of the Assessor. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, or preparing and holding duplicates of same in the possession of the Assessor, but separately or providing same to the Township for possession.

**1.20 Optional Services not Included:**

The Assessor is not responsible for determination or preparation of special assessment rolls for Township projects such as sewer, street, sidewalk, drain, etc.

**SECTION II: TERM OF AGREEMENT**

**2.1 Contract Period:**

The Assessor shall commence performance of the services herein required on November 1, 2021. Unless sooner terminated, this Agreement shall, by its terms, expire October 31, 2022.

**2.2 Mutual Right of Termination:**

Either party may terminate this Agreement upon thirty (30) days written notice to the other. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be thirty (30) days from the date of mailing of such notice by certified mail/return receipt requested or delivery in person to the Assessor or Township Manager. Provided, if the Manager of Assessing Services obtains MMAO certification from the State Tax Commission, Assessor waives the Township's responsibility to give the thirty days notice.

**2.3 Termination for Cause or Breach:**

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

**2.4 Notice of Termination:**

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, the Assessor shall immediately deliver to the Township copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by the Assessor in performing the Agreement, whether completed or in process and same shall be in unaltered form, readable by the Township. In the event of the failure or refusal of the Assessor to forthwith deliver the above referenced materials, documents and files, Township may seek a Circuit Court order compelling the production of same forthwith, and the Assessor herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the Township without leaving the Township an adequate remedy at law, thereby entitling the Township to an immediate judgment in its favor in this regard.

**2.5 Amendment/Renegotiation:**

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter; provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not renewed or extended prior to its expiration date, and the Township desires to have the Assessor continue on a month-to-month basis, the fee will be that which existed for the final month of the previous term, being October 2021.

**SECTION III: PAYMENT**

**3.1 Compensation for Basic Services:**

During the term of this Agreement, which shall be from November 1, 2021 through October 31, 2022, unless sooner canceled or terminated under the provisions of Section II herein, the Township agrees to pay to the Assessor for performance of the Basic Services set forth in Section I of this Agreement as follows:

- A. \$2,000.00 to be paid monthly on or before the last day of the month.
- B. \$70.00 per day for any portion of a month.

**SECTION IV: TOWNSHIP RESPONSIBILITIES**

**4.1 Staffing:**

The Township shall maintain adequate qualified assessing department staffing to operate the office and perform the functions required. The Township agrees the minimum staffing is:

- Manager of Assessing Services
- Deputy Assessor
- Residential Appraiser

The duties and responsibilities of each employee are listed in each respective job description. Copies of those descriptions are attached to this contract. The Manager of Assessing Services will be the primary contact person for the Assessor and will take care that the Assessor is kept informed of actions of the department and communications that could impact the department.

The Township recognizes the importance of maintaining adequate qualified staff in the department. The Township will hire an additional staff qualified to serve as the Deputy Assessor by June 30, 2020. Should any vacancies occur in the department, the township will promptly begin the process to hire qualified replacement staff members.

Nothing in this agreement shall prevent the Township from hiring interns, temporary staff or other personal to perform tasks in the department. Such personal shall be in addition to the listed staff.

**4.2 Basic Data:**

The Township shall provide Assessor full access to property description files as currently exist as of the date of execution of this Agreement, containing detailed information such as property number, legal description, owner and address information, as well as all data that the Township may possess concerning such properties (i.e. measurements, sketches, photographs, etc.) stored in BS&A, Excel, Word, REGIS, or other files or programs.

**4.3 Office Equipment:**

The Township shall provide the Assessor with access to appropriate tax parcel maps, office space and furniture, telephone, voice mail, computer, printers, copying machine, fax machine, and office supplies for use when in the Township offices (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel, and the Assessor will not have exclusive use of such equipment. The Parties acknowledge that remote printing is problematic for larger documents and in-office work is required for Assessor to adequately perform required supervisory duties.

The Assessor shall have access, including remote access utilizing her own computer, to the Township's computer network for the use of the following software products: BS&A Equalizer Assessing, Tax and Building Permit Modules, REGIS, and Microsoft Office applications. The Township's Internet website will also continue to have available on-line to the public the property records, digital photographs and tax payment information. The Assessor shall not use any other software within the Township's network or download or upload any software to the Township's network, except with the Township's prior written approval. The Assessor shall be liable for any adverse consequence upon the Township's computer network or function caused by any software introduced in the network by the Assessor without prior written consent.

The Assessor agrees that Township equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

**4.4 Computer:**

The Township shall supply computer hardware, software and peripherals necessary to fulfill the Assessor's duties under this Agreement when Assessor is in the Township Offices. The Township will maintain the hardware, software and peripheral equipment through a regular maintenance program. The Township will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of the Assessor as a result of hardware or software malfunction will be replaced at the Township's expense. Assessor shall not remove Township equipment from the Township Offices.

**4.5 Office Supplies:**

The Township shall provide the Assessor access to and use of office supplies, including business cards, letterhead, envelopes, computer paper, file folders, hanging folders, assessment notices and forms printing, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

**4.6 Legal Counsel:**

The Township shall supply legal counsel, at its expense, for Small Claims and Entire Tax Tribunal hearings, should the need arise.

**SECTION V: MISCELLANEOUS PROVISIONS**

**5.1 Relationship between Township and Assessor:**

In the fulfillment of the services provided herein the Assessor and her Associates (if any) shall at all times be deemed to be in a relationship of Independent Contractor to the Township. The Assessor understands that her relationship is that of an independent contractor and agrees that this designation accurately reflects her relationship to the Township as outlined in this agreement.

**5.2 Non-Assignability:**

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the Township's decision to contract with the Assessor is based in part on the perceived expertise and ability of the Assessor, it is agreed that the Assessor's duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the Township. Nothing in this Agreement shall prevent the Assessor from employing such associates as Assessor shall deem reasonably necessary to assist in the performance of the obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause the Assessor to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding four (4) calendar weeks (28 days), she shall provide the Township, at her expense, a certified MMAO Level IV Assessor to perform any and all such functions as required by this Agreement for the complete term of her absence or incapacity. The Township reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for the Assessor for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

**5.3 Professional Standards:**

The Assessor shall be responsible, to attain to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspections, data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Assessor shall be properly certified as an MMAO, equipped, organized and financed to perform the services required by this Agreement and shall maintain said certification. Subject to compliance with the requirements of this Agreement, the Assessor shall work independently.

**5.4 Attorney's Fees:**

In the event of material breach of this Agreement by either party, it is agreed that the non-defaulting party shall be permitted to recover, in addition to any other remedies as may be available to it, at law or at equity, all reasonable attorney's fees and costs incurred as a direct result or consequence of such breach.

**5.5 Validity:**

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

**5.6 Survival:**

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

**5.7 Controlling Law/Venue:**

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Kent and the State of Michigan.

**5.8 Authorization:**

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of Cascade Charter Township and Deborah K. Ring, and that the persons executing this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Township and said Assessor.

**5.9 Covenant Not To Discriminate:**

Assessor agrees not to 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 and to comply with all other State and Federal laws, including but not limited to the Americans with Disabilities Act. Assessor further agrees that any services, programs and activities delivered pursuant to this Agreement shall be delivered without discrimination on the basis of disability, in accordance with the Americans with Disabilities Act and Rules promulgated pursuant thereto.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**Cascade Charter Township:**


By: \_\_\_\_\_  
Grace Lesperance, Township Supervisor

By: \_\_\_\_\_  
Ben Swayze, Township Manager

**Deborah K. Ring, MMAO:**

By: \_\_\_\_\_  
Deborah K. Ring

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	<b>CASCADE CHARTER TOWNSHIP, MICHIGAN</b>			
	<b>POLICIES AND PROCEDURES</b>		<b># OF PAGES:</b> 4	<b>POLICY #:</b> 2021-003
	<b>SUBJECT:</b> Use of Township Legal Services		<b>APPROVED BY:</b>  GRACE LESPERANCE, TOWNSHIP SUPERVISOR	
	<b>DEPARTMENT:</b> Township Board	<b>SUPERCEDES:</b> None	<b>DATE OF ISSUE:</b> 11/03/2021	<b>DATE OF EFFECT:</b> Immediate

## I. PURPOSE

The purpose of this policy is to establish rules and procedures for accessing Township Legal Services by Township Elected Official, Appointed Officials and Staff.

## II. POLICY STATEMENT

It is the policy of the Cascade Township Board that all access to Township legal services be limited to those identified in this policy and through the means outlined in this policy. The policy is intended to ensure accurate accounting of the use of Township legal services and ensure proper authorization is sought before access is granted.

## III. PROCEDURES

### A. Access to Legal Services

1. **Township Supervisor** – The Township Supervisor shall have access to Township legal services at all times.
2. **Township Clerk, Treasurer and Trustees** – Township Clerk, Treasurer and Trustees shall have access to Township legal services at all times, but will notify the Township Supervisor or Township Manager when they are accessed to ensure proper accounting.
3. **Township Manager** – The Township Manager shall have access to Township legal services at all times.
4. **Boards, Commissions and Committees** – The Chair of each Board, Commission and Committee of the Township shall have access to Township legal services upon approval of the Township Supervisor.
5. **Department Heads** – Department Heads of the Township shall have access to Township legal services upon approval of the Township Manager

## **B. Township Attorney**

The Township Board shall be responsible for designating Township Attorney. All initial contact for legal services shall be done through the Township Attorney or his/her designee. Subsequent access to legal services can be done through the attorney assigned to the issue.

## **C. Accounting**

All invoices for legal services must be approved by the Township Supervisor and Township Manager prior to being paid. Legal invoices will be circulated among staff so that billable expenses (i.e. planning/zoning cases) can be noted and billed to the appropriate parties

## **IV. REGULATION**

### **A. Enforcement of Policy**

The Township Supervisor and Township Manager shall be responsible for the enforcement of the provisions contained within this policy.

### **B. Adoption/Amendment of Policy**

The Township Board of Trustees shall be responsible for the adoption and amendment of this policy upon the recommendation of the Personnel/Finance Committee of the Township Board.