



PRIVATE AND CONFIDENTIAL

May 18, 2024

Mr. Matthew McVittie
Ontario Conservation Officers Association
22 Beatty St,
Parry Sound, ON P2A 2H7
Via Email: Matthew McVittie <mmcvittie@ocoa.ca>

Dear Mr. McVittie:

Re: Legal Services to OCOA

Letter of Engagement

The purpose of this letter is to summarize and confirm the terms of my office's engagement with the Ontario Conservation Officers Association (OCOA).

SCOPE OF SERVICES

I have agreed to act as counsel to OCOA and its members on an as needed basis. My representation would primarily fall into two categories:

- 1) Consultation and the provision of legal advice to OCOA itself;
- 2) Being available to provide summary legal advice on an urgent basis to OCOA members who have been involved in a critical incident.

REPRESENTATION

I will be the lawyer responsible for this relationship and as such I will be your primary point of contact at my office.

COMMUNICATION

You agree that my office may communicate with OCOA by phone, text message, voicemail, mail, and email. You understand that electronic methods of communication are not 100% secure and you have agreed to accept that risk. Subject to your approval, we may also agree to communicate by other electronic means.

CONFIDENTIALITY

My office treats as confidential all of our discussions with clients, including any information received from clients. This includes discussions in person, by phone, by mail, and by electronic means. In fact, any communications with us for the purpose of receiving or seeking legal advice are subject to solicitor-client privilege.

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It is important to understand that in cases where I am providing legal advice to OCOA members directly, e.g. where they contact me as a result of a critical incident, my solicitor-client relationship would be with that member only. The member is the client, not OCOA, though OCOA will be assisting the client with funding for legal services. Because the member is the client, their discussions with me are privileged and I cannot share them with OCOA unless the member consents to me doing so.

In cases where I am providing legal services to OCOA directly, for example where I am asked to consult on a matter or draft a legal opinion for the organization, the solicitor-client relationship would be with OCOA directly. Confidentiality and privilege would extend to all discussions with OCOA and its authorized representatives (e.g. its executive).

I abide by the Law Society of Ontario's *Rules of Professional Conduct* and in particular Rule 3.3 which governs my responsibilities with respect to confidentiality and disclosure.

FEES

I will be billing at an hourly rate of **\$400 per hour**. This is a significantly discounted rate from my ordinary rate of \$550. I am extending this discount to you as a courtesy that I provide to law enforcement organizations and personnel.

I understand and acknowledge that for matters where I am providing legal services to members directly, my billing shall be limited to the amount established by OCOA's legal assistance fund by-laws.

Except as otherwise indicated below, I bill on an hourly basis for work actually performed. As is standard in the industry, time is rounded up to the nearest tenth of an hour. For example, if I do 30 minutes of work on a file, OCOA is not billed for a full hour. Instead OCOA is billed for 0.5 hours. If I do 5 minutes of work on a file, OCOA is billed for 0.1 hours. If I do 32 minutes of work on a file, OCOA would be billed for 0.6 hours. I only bill for time actually spent on a file and for expenses and disbursements actually incurred on the file (as explained in the next section). I do not charge for overtime on evenings or weekends in order to meet time deadlines. I do not charge a signing fee, or engagement fee.

EXPENSES AND ALLOCATED CHARGES (ALSO CALLED DISBURSEMENTS)

As is standard in the industry, I must be reimbursed for expenses (also called disbursements) that I incur directly in relation to carrying out work on OCOA files.

Typical expenses include printing fees for court documents; postage; courier fees; deliveries; travel expenses including driving to court if necessary (billed at the Canada Revenue Agency rate which is currently \$0.70/km); in-house photocopying (billed at \$0.25 per page); court filing fees; private investigator fees; expert witness fees; and all other reasonable out of pocket expenses incurred in relation to a file. Disbursements are charged on a cost-recovery basis – there is no mark up to expenses incurred on your behalf. For example, if a courier charges \$20 to deliver a package on your behalf, then the \$20 cost will be passed along on my next invoice without any mark up.

TAXES

I am required to charge HST on legal fees. OCOA will also be charged HST on certain disbursements as required by law.

BILLING

OCOA will be issued a detailed and itemized invoice of the hours spent on an OCOA file, plus disbursements, plus applicable HST. Invoices are typically issued every month, and reflect the actual work performed on a file since the last invoice. Invoices will be billed to OCOA directly, not the member.

INDEMNIFICATION

I will work with you to ensure that any of my bills that are eligible for indemnification by other parties are properly submitted for indemnification, so that, whenever possible, the cost of the file is not borne by OCOA. I reserve the right to adjust my hourly rate to the maximum allowable under the applicable indemnification agreement. In other words, if another party indemnifies legal fees for one of your members at a rate of \$500/hour, I will increase my hourly rate from the discounted \$400 rate I would normally charge to OCOA, to the \$500/hour that the other party pays.

RETAINER

I do not require any up-front retainer for this engagement.

FORMS OF PAYMENT

I accept most forms of payment, including electronic funds transfer (EFT), Interac email money transfer, wire transfer, and cheque. If paying by cheque, please make the cheque payable to "Lawrence Gridin Professional Corporation".

TERMINATION OF LEGAL SERVICES

You have the right to terminate my services by delivering written notice to me.

Subject to my obligations to maintain proper standards of professional conduct, I reserve the right to terminate services to OCOA, or any of its members that I am representing, for good reasons which include, but are not limited to:

- (a) Failing to cooperate with me in any reasonable request;
- (b) A breakdown in the solicitor-client relationship as a result of failing to follow my advice on a significant issue;
- (c) Failing to promptly respond to my communications;
- (d) Failing to pay an outstanding balance on an invoice when rendered; or

(d) If circumstances arise that would make it unethical or a violation of the *Rules of Professional Conduct* for me to continue the representation;

AGREEMENT

I trust that the above is satisfactory and will form the basis for an excellent long-term relationship between us. We may revisit this agreement from time to time. I look forward to working with you and your members.

Yours very truly,

GRIDIN ADVOCATES


Lawrence Gridin