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LAS Correspondence, dated September 27 2021 - 2022 Term - LAS Closed Meeting Investigator Program Amendments to Agreement



September 27, 2021

Dear Andra Maxwell,

# RE: 2022 Term - LAS Closed Meeting Investigator Program Amendments to Agreement

The purpose of this addendum is to reflect changes effective with the 2022 term related to the LAS Closed Meeting Investigator Program.

The following amendments are for your records and reflect changes to the current LAS Investigator Services Agreement (the "Agreement"). These changes take effect at the beginning of the next program term, commencing January 1, 2022. The changes listed in the Appendix are considered minor matters, but provide further context to specific sections of the Agreement.

Please note, the Program Administrative fee (\$200) remains unchanged for the 2022 Term. Investigator fee changes are reflected in the attached Appendix.

Should you have any questions related to this notice contact Eleonore Schneider, Program Manager at <u>eschneider@amo.on.ca</u> or 416-971-9856 ext 320.

Yours sincerely,

Judy Dezell Director Enterprise Centre, Business Partnerships & LAS

### APPENDIX: Investigator Services Agreement Between the "Municipality" and LAS:

#### **Section: Recitals**

**Powers:** The Municipality hereby agrees that the Investigator Services provided by LAS or its Delegate may commence prior to a formal investigation commencing and include the provision of assistance and communication to persons seeking to file requests under section 239.1 of the Act and to Municipalities, local locals and committees with respect to such requests, including advice, assistance and communication following the delivery of a final report; the research and determination of whether LAS or its Delegate has jurisdiction to undertake an investigation with respect to any council, local board or committee; the review and possible summary dismissal of requests that cannot reasonably sustain or warrant a full investigation; and all services reasonably related and responsive to any request, or any investigation undertaken under section 239.1 of the Act.

**Process** The Municipality agrees that a review or investigation by LAS or the Delegate cannot commence or continue until all of the above-noted documents have been provided.

**Fees 5 (iii)** All fees incurred by LAS or the Delegate arising out of a claim made by a third party regarding this Agreement, or any legal proceeding related to the Investigator Services, including judicial review or other challenge to and investigation, report or related matter,

### **SCHEDULE "B"**

LAS and Aird & Berlis LLP hereby agree to the following fee schedule to be charged to Clients during the term of this agreement.

\*Aird & Berlis LLP shall charge Clients an hourly rate as outlined in the table B.1 plus reasonable expenses, including but not limited to any costs associated with transportation, accommodation, meals, and out-of-pocket administrative costs, printing, photocopying and scanning charges, and applicable taxes.

Review Officers	Hourly Investigation Fee (excluding expenses and mileage)
John Mascarin	\$795.00*
Meghan Cowan	\$525.00*
Laura Dean	\$495.00*
Meghan Barrett	\$475.00*
Matthew Helfand	\$375.00*
John Pappas	\$350.00*

# B.1 – Hourly Investigation Fees

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