

## MANAGEMENT CONSULTING SERVICES AGREEMENT

THIS MANAGEMENT CONSULTING SERVICES AGREEMENT effective this 1<sup>st</sup> day of January 2023 (the “**Agreement**”).

BETWEEN:

**ONEIDA NATION OF THE THAMES**  
(hereinafter, referred to as “**Oneida Nation of the Thames**”)

### OF THE FIRST PART

-and-

**THE CORPORATION OF THE COUNTY OF MIDDLESEX C/O MIDDLESEX-LONDON  
EMERGENCY MEDICAL SERVICES AUTHORITY OPERATING AS MIDDLESEX-LONDON  
PARAMEDIC SERVICES**  
(hereinafter, referred to as “**MLPS**”)

### OF THE SECOND PART

(collectively, hereinafter referred to as the “**Parties**”)

WHEREAS:

- A. Oneida Nation of the Thames was without a Paramedic Chief and entered into two previous Agreements with the MLPS to provide temporary Management Consulting Services between the collective periods of October 1, 2020 – December 31, 2022. Both of the previous Agreements have expired in favour of this current Management Consulting Services Agreement, and as such, this Agreement replaces and supersedes all prior Agreements between the Parties that existed before it;
- B. Oneida Nation of the Thames operates and delivers land ambulance services as defined in the *Ambulance Act*, R.S.O. 1990, c. A.19, as amended or replaced, within its jurisdiction and has employees for this purpose;
- C. Oneida Nation of the Thames does not currently have a Paramedic Chief and requires temporary Paramedic Chief services, Operational Management Support, and other related support/administrative services, as described in *Schedule “A”* of this Agreement;
- D. Section 9 of the *Municipal Act* provides that municipalities have the capacity, rights, powers and privileges of natural persons, which includes the power to do things that natural persons can do, such as, *inter alia*, provide administrative services and enter into agreements;
- E. Subsection 19(2)3 and 20(1-2) of the *Municipal Act* allows an upper-tier municipality to provide a service to outside of its geographical border so long as the service is for a

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municipal purpose, there is consent from the local municipality to provide the service, and the municipalities enter into an agreement with respect to the provision of service; and

- F. Further to the request made by Oneida Nation of the Thames, MLPS is willing to provide temporary Management Consulting Services on the terms and conditions set out in this Agreement, including the provision of an interim Acting Chief, Operational Management Support, and other related support/administrative services, as described in *Schedule "A"* of this Agreement.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the MLPS and Oneida Nation of the Thames mutually agree as follows:

### **1. RECITALS, COVENANTS AND RESPONSIBILITIES**

- 1.1 The above recitals are true and are hereby incorporated into this Agreement by reference.

### **2. DEFINITIONS**

- 2.1 In this Agreement, the following words and phrases shall have the meaning attributed to each as follows:
- a. **"Acting Chief" or "Chief"** means the MLPS Paramedic Chief who is temporarily providing Management Consulting Services as set out in this Agreement.
  - b. **"Agreement"** means this Management Consulting Services Agreement, inclusive of all recitals, terms, conditions and covenants.
  - c. **"Management Consulting Services"** means the services defined in section 3, section 7, and *Schedule "A"* of this Agreement.
  - d. **"County of Middlesex"** means the Corporation of the County of Middlesex, a duly incorporated upper-tier municipality in the province of Ontario, within the meaning of the *Municipal Act, 2001*, SO 2001, c25, as amended.
  - e. **"Term"** means the term set out in section 5 of this Agreement.

### **3. CONSULTING SERVICES PROVIDED**

- 3.1 Subject to the terms of this Agreement, MLPS shall render the Management Consulting Services set forth in the Statement of Work, which is attached to this Agreement as *Schedule "A"* and incorporated into this Agreement herein by reference. The *Schedule "A"* Statement of Work may be added to or amended from time to time by mutual agreement of the Parties.
- 3.2 MLPS represents and warrants that the Chief will perform the temporary Management Consulting Services in a competent workmanlike manner and in accordance with the terms of this Agreement.

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- 3.3 The Chief will primarily carry out duties as the temporary interim Acting Chief of Oneida Nation of the Thames paramedic services and shall appoint authorized individuals to carry out the provision of any other support through the Management Consulting Services by MLPS under this Agreement.
- 3.4 The Chief shall devote the necessary amount of time as required during the term of this Agreement.
- 3.5 The Chief shall ensure that all appropriate items are brought before Oneida Nation of the Thames Chief Executive Officer or Designate and engage with Oneida Nation of the Thames paramedic staff as required.

#### **4. COMPENSATION**

- 4.1. For the Management Consulting Services rendered by the MLPS under this Agreement, the Oneida Nation of the Thames shall pay MLPS expenses set out in section 6, and provide monthly payment for the temporary Management Consulting Services in accordance with *Schedule "A"* of this Agreement.
- 4.2 MLPS shall invoice Oneida Nation of the Thames for the prior month services rendered.
- 4.3 The Parties agree that, upon termination of the Agreement, Oneida Nation of the Thames will pay the MLPS for hours worked and expenses incurred up until the date of termination.

#### **5. TERM AND RENEWAL**

- 5.1 Subject to the renewal, termination, and amendment provisions of this Agreement (s. 5.2, s. 9, and s. 15), the term of this Agreement shall commence on January 1, 2023, and automatically expire at 11:59 p.m. on March 31, 2023 (hereinafter, referred to as the "**Term**").
- 5.2 Upon mutual written agreement prior to the expiration of the Term of this Agreement, the Parties may renew this Agreement, in whole or in part, on terms and conditions mutually agreeable to the Parties.

#### **6. REIMBURSEMENT OF EXPENSES**

- 6.1 Oneida Nation of the Thames shall reimburse MLPS for any reasonable and necessary expenses incurred by MLPS in connection with providing the Management Consulting Services of this Agreement, and such reimbursement shall be in addition to the compensation in accordance with *Schedule "A"* of this Agreement.

#### **7. INDEPENDENT CONSULTANT**

- 7.1 MLPS acknowledges that in providing the Management Consulting Services under this Agreement, it does so as an independent consultant and for the sole purpose of performing the Management Consulting Services. Neither MLPS nor any of its personnel is engaged as an employee, servant or agent of Oneida Nation of the Thames.

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- 7.2 In providing the Management Consulting Services under this Agreement, it is expressly agreed that the MLPS is acting as an independent contractor and is not an employee of Oneida Nation of the Thames. MLPS and Oneida Nation of the Thames acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for Management Consulting Service.

## 8. CONFIDENTIALITY

- 8.1 Confidential information (the “**Confidential Information**”) refers to any data or information relating to Oneida Nation of the Thames, whether business or personal, which would reasonably be considered to be private or proprietary to Oneida Nation of the Thames and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to Oneida Nation of the Thames.
- 8.2 The MLPS agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the MLPS has obtained, except as authorized by Oneida Nation of the Thames or as required by law. The obligations of confidentiality will apply during the terms of this Agreement and will survive indefinitely upon termination of this Agreement.
- 8.3 All written and oral information and material disclosure provided by Oneida Nation of the Thames to the MLPS under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the MLPS.

## 9. TERMINATION

- 9.1 Either Oneida Nation of the Thames or the MLPS may terminate this Agreement for any reason upon providing sixty (60) days’ written notice to the other party. Upon receipt of such written Notice from Oneida Nation of the Thames, the MLPS shall deliver no further Management Consulting Services for which Oneida Nation of the Thames will be charged for other than that which is reasonably necessary to close out the provision of the Management Consulting Services.
- 9.2 Oneida Nation of the Thames understands and agrees that in the event of a termination of this Agreement, compensation for the MLPS's services will be governed exclusively by this Agreement and the Statement of Work attached at *Schedule “A”*.

## 10. RETURN OF PROPERTY

- 10.1 Upon the expiry or termination of this Agreement, the MLPS will return to the Oneida Nation of the Thames any property, documentation, records, or Confidential Information which is the property of the Oneida Nation of the Thames.

## 11. NOTICE

- 11.1 Any Communication relating to this Agreement shall be delivered to the persons and address as follows:

**to MLPS at:**

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MLPS, Office of the Chief  
1035 Adelaide Street  
London, ON N6E 1R4  
Attention: Chief Neal Roberts

**to Oneida Nation of the Thames at:**

2212 Elm Avenue  
Southwold, ON  
Canada, N0L 2G0  
Attention: Chief Executive Officer, Renae Hill

or to any other address as any Party may at any time advise the other by communication given or made in accordance with this section.

- 11.2 Any communication delivered to the Party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that Party's address, provided that if that day is not a business day then the communication will be deemed to have been given or made and received on the next business day. Any communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the communication is transmitted on a day which is not a business day or after 4:00 p.m. (local time of the recipient), the communication will be deemed to have been given or made and received on the next business day.

**12. DISPUTE RESOLUTION**

- 12.1 The Parties agree that in the event a dispute arises out of or in connection with this Agreement, the Parties agree to resolve all disputes pursuant to this section 12.
- 12.2 To resolve disputes, the Parties shall first use reasonable best efforts to resolve any dispute hereunder through good faith negotiations.
- 12.3 If the dispute is not resolved within ninety (90) days from the receipt of a written request to resolve disputes by one of the Parties, the Parties shall refer the matter to arbitration, which shall finally resolve the dispute(s). The aforementioned arbitration shall be conducted in accordance with the Ontario *Arbitration Act, 1991*, c 17, as amended or replaced.

**13. RESPONSIBILITY, INDEMNITY and INSURANCE**

Oneida Nation of the Thames – Responsibility

- 13.1 Oneida Nation of the Thames hereto covenants and agrees, on behalf of its self, its successors and assigns, to be fully responsible for all liabilities related to its paramedic services, emergency services, general services, operations, activities, and Management Consultation Services provided by MLPS in connection with carrying out the provisions or obligations contained in this Agreement, except those caused by the negligence of MLPS.

Oneida Nation of the Thames – Indemnification

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- 13.2 Oneida Nation of the Thames does hereby fully release, indemnify, hold harmless, and agrees to defend MLPS and the County of Middlesex, its servants, elected officials, agents, Councillors, officers, employees, legal counsel, and contractors, from and against any suits, liabilities, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, WSIB claims, losses and costs, including any loss, damage, death or injury to any person or property, including any direct, indirect, special, punitive or consequential damages, meaning that Oneida Nation of the Thames is legally responsible for everything related to this Agreement, including without limitation, all of its paramedic services, emergency services, general services, operations, activities, any purchased supplies from the MLPS, the negligence of its employees, directors, or officers in relation to the provision of the Management Consultation Services by MLPS, except those caused by the negligence of MLPS. This indemnity shall survive this Agreement.

Oneida Nation of the Thames – Insurance

- 13.3 Oneida Nation of the Thames agrees at all times during the Term of the Agreement to obtain, pay for and maintain in full force and effect the appropriate insurance related to cover its own services and negligence-related responsibilities pursuant to the provisions contained in this Agreement. Oneida Nation of the Thames shall add MLPS as an additional insured to its existing insurance policies.

MLPS – Responsibility

- 13.4 MLPS hereto covenant and agree, on behalf of its self, its successors and assigns, to be fully responsible for all liabilities related to the Management Consultation Services in connection with carrying out the provisions and obligations of this Agreement, which are caused and/or arise from the negligence of MLPS, and the MLPS shall in no way be liable for indirect, consequential or punitive damages.

MLPS – Indemnification

- 13.5 MLPS does hereby fully release, indemnify, hold harmless, and agree to defend Oneida Nation of the Thames, its servants, elected officials, agents, Councillors, officers, employees, legal counsel, and contractors, from and against any suits, liabilities, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, WSIB claims, losses and costs, including any loss, damage or injury to any person or property, including any direct, indirect, special or consequential damages, which are caused and/or arise from the negligence of the Management Consulting Services by MLPS acting in the furtherance of this Agreement. MLPS's entire liability to Oneida Nation of the Thames (in contract, tort, including negligence or otherwise) arising out of or related to the Management Consultation Services in accordance with this Agreement shall be limited to and not exceed in aggregate of fifty-thousand dollars (\$50,000.00).

MLPS – Insurance

- 13.6 MLPS agrees at all times during the Term of the Agreement to obtain, pay for and maintain in full force and effect the appropriate insurance related to the Consultation Services in connection with carrying out the provisions and obligations contained in this Agreement. MLPS shall at a minimum provide Commercial General Liability Insurance for not less than ten million dollars (\$10,000,000.00), Professional Liability

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Insurance for not less than ten million dollars (\$10,000,000.00) and Automobile Liability Insurance for not less than ten million dollars (\$10,000,000.00). MLPS shall add Oneida Nation of the Thames as an additional insured to its existing municipal insurance policies.

#### Proof of Insurance

- 13.7 If required by either Party, proof of insurance, identifying all lines of coverage, will be provided by way of Certificate of Insurance in a form satisfactory at any time throughout the Term of this Agreement. The Parties further agree that it they shall not change, amend or cancel the insurance policies noted in this Agreement during the Term without the written consent of the other Party to this Agreement.

### **14. FORCE MAJURE**

- 14.1 Despite any section or subsection of this Agreement, no Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control (hereinafter, referred to as a "**Force Majeure Event**"). The Parties agree that an event shall not be considered a Force Majeure Event if a reasonable person owing duties to others in the same or similar circumstances as provided for under this Agreement would have put in place contingency plans to either materially mitigate or negate the effects of such an event. If a Party seeks to excuse itself from its obligations under this Agreement due to a Force Majeure Event, that Party shall immediately notify the other Party(ies) of the delay or non-performance, the reason for such delay or non-performance, and the anticipated period of delay or non-performance. In addition, the Party excusing itself due to a Force Majeure Event shall use its best efforts to remedy any such non-performance, except that nothing herein contained shall require any such party to make settlement of any labour dispute on terms unacceptable to it.

### **15. AMENDMENT & WAIVER**

- 15.1 No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

### **16. ENUREMENT**

- 16.1 This Agreement enures to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and permitted assigns.

### **17. SEVERABILITY**

- 17.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

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## **18. COUNTERPARTS**

- 18.1 This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.

## **19. VOLUNTARY AGREEMENT**

- 19.1 The Parties warrant that this Agreement is voluntary and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.
- 19.2 The Parties acknowledge that this Agreement constitutes the entire Agreement between the Parties with respect to the Consultation Services and that when read together, supersede all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to the MLPS's Consultation Services.

## **20. GOVERNING LAW**

- 20.1 This Agreement shall be governed by, construed and enforced in accordance with the laws and/or regulations of the Province of Ontario.

**[ONE (1) SIGNATURE PAGE FOLLOWS]**

***Initials:*** \_\_\_\_\_



**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective as set out at the top of page one (1) of this Agreement.

SIGNED, SEALED AND DELIVERED in  
the presence of:

**Oneida Nation of the Thames**

Date: \_\_\_\_\_

\_\_\_\_\_  
Per:  
Title:

\_\_\_\_\_  
Per:  
Title:

*We have the authority to bind the Corporation*

SIGNED, SEALED AND DELIVERED in  
the presence of:

**THE CORPORATION OF THE COUNTY OF  
MIDDLESEX**

Date: \_\_\_\_\_

\_\_\_\_\_  
Per: Cathy Burghardt-Jesson, Warden

\_\_\_\_\_  
Per: Marci Ivanic, County Clerk

*We have the authority to bind the Corporation*

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## ***SCHEDULE "A"***

### **STATEMENT OF WORK**

**Oneida Nation of the Thames and the MLPS** have entered into a Management Consulting Services Agreement, effective January 1, 2023 (the "**Agreement**"), relating to the provision of Management Consulting Services by MLPS. This Statement of Work is made pursuant to the terms and conditions of the Agreement. In the event of an explicit conflict or inconsistency between the Agreement and this Statement of Work, the Agreement will control. This Statement of Work shall be effective from the effective date of this Agreement through to the end of the Term.

**Management Consulting Services:** For the Term of this Agreement, MLPS shall provide the following temporary Management Consulting Services for Oneida Nation of the Thames, which includes but not limited to:

1. The interim Acting Chief will have signing authority up to fifteen thousand dollars (\$15,000.00) for cheque requisitions, purchase orders, and timesheet authorization of EMS Personnel;
2. Services of the interim Acting Chief for the Term of this agreement include oversight and day-to-day management support of services, including 24/7 Duty Officer support for Oneida Nation of the Thames. The retainer shall be inclusive of all hours of the Management Consulting Services provided by the Chief outside of his dedicated time with MLPS. There shall be no additional cost recovery for the Chief time outside of the retainer during the period of this contract;
3. Operational Management Support for Oneida Nation of the Thames;
4. Support for Oneida Nation of the Thames through MLPS Logistics (any supplies would be on a cost recovery basis, in addition to the monthly Retainer payment);
5. Support to Oneida Nation of the Thames through MLPS Training & Education;
6. Support to Oneida Nation of the Thames through MLPS Professional Standards (Quality Assurance & Investigations);
7. Support and expertise to support Paramedic Service delivery (MOH discussions and assistance required to complete paperwork);
8. Support to the Oneida Nation of the Thames Community Paramedicine Program;
9. The MLPS may, in its sole discretion, provide supplies to Oneida Nation of the Thames at a cost (net zero) recovery basis;
10. Support through the MLPS Peer Support Team to establish a team for Oneida Nation of the Thames; and
11. Procurement of supplies and equipment at a cost recovery basis and to be billed directly with details provided.

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**During the Term of this Agreement, and in addition to the particulars contained in this Agreement, Oneida Nation of the Thames shall continue to be fully responsible for the following:**

1. Directly employ all Frontline staff and an Operations Supervisor;
2. At all times, all Frontline Paramedics shall remain employees of Oneida Nation of the Thames;
3. Maintain and hold all licenses;
4. Provide Human Resources, IT, Finance and other administration support;
5. Maintain all risk and insurers service for all liability as the Designated Delivery Agent; and
6. Pursuant to section 13.3 of this Agreement, Oneida Nation of the Thames maintains insurance to cover all aspects for provision of a Licensed Paramedic Service in Ontario.

**Payment for MLPS' Management Consulting Services:**

Pursuant to section 3, and for the Term of this Agreement, Oneida Nation of the Thames shall pay to the County an all-inclusive monthly payment of sixteen thousand, six hundred sixty-six dollars and sixty-six cents (\$16,666.66) for the MLPS' Management Consulting Services (hereinafter, referred to as the "**Retainer**") with funds provided by the Ontario Ministry of Health.

All Retainer payments shall be payable on a monthly basis without demand on the first (1<sup>st</sup>) day of each month throughout the Term of this Agreement. In the event any payable date for a monthly payment during the course of the Term does not fall on a business day, such particular monthly payment shall be deemed to be due on the next business day.

The Parties hereby confirm and acknowledge that the temporary Management Consulting Services provided by MLPS will be invoiced at cost (net zero) to recover all wages, expenses and associated costs. An invoice will be provided to Oneida Nation of the Thames after the completion of each month. Invoices are to be paid within thirty (30) days of issuance.

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