



BOARD REPORT

REPORT No.: 2025-48
MEETING DATE: DECEMBER 11, 2025
SUBJECT: CHILD CARE CAPITAL AGREEMENT

RECOMMENDATION

THAT with respect to Report No. 2025-48 (Corporate Services Division), we The District of Thunder Bay Social Services Administration Board (TBDSSAB or the Board), approve the new Child Care Capital Agreement template for the Child Care and Early Years program.

AND THAT we authorize the Chief Executive Officer to make amendments to this Agreement template with respect to housekeeping items, as may be required from time to time;

AND THAT the necessary By-law be presented to the Board for consideration.

REPORT SUMMARY

To present the Child Care Capital Agreement template for The District of Thunder Bay Social Services Administration Board's (TBDSSAB or the Board) approval to establish capital agreements with child care centres.

BACKGROUND

In February 2025, Ontario and Canada finalized the 2024-2025 Early Learning & Child Care Infrastructure (ELCC) Fund Action Plan. Ontario is now providing CMSMs/ DSSABs with funding to begin implementation.

The ELCC Infrastructure Fund supports infrastructure projects with a goal of increasing inclusion in child care for underserved communities through the creation of new, licensed child care spaces. The ELCC Infrastructure Fund supports not-for-profit licensed child care centres in alignment with Ontario's Access and Inclusion Framework and will complement the Start-up Grant program. The ELCC Infrastructure Fund envelope of about \$135.1 million for 2025 was distributed to CMSMs/DSSABs as follows:

Base Allocation: \$70.5 million distributed equally across all CMSMs/DSSABs (a flat amount of \$1,500,000 per CMSM/DSSAB).

Proportional Allocation: \$64.6 million distributed proportionally based on each CMSM's/DSSAB's share of the revised 2025 and 2026 community-based child care space targets.

A total allocation of \$1,822,802 was made to TBDSSAB and is 100% federally funded. Administration moved to the Expression of Interest process to gain project details and viability for completion by the end of 2026. Projects have now been selected and are moving to the agreement stage. The administration of capital child care projects is new and the need for the agreement was required. The agreement was created by administration and reviewed by TBDSSAB's external legal counsel. All agreements must be signed with proponents before the end of 2025.

COMMENTS

Administration has developed a draft Child Care Capital Agreement template using the information provided by the ELCC Infrastructure Fund and incorporated those items with the components included as standard items within the other TBDSSAB Capital Agreement templates. This new Child Care Capital Agreement package was reviewed by TBDSSAB's external legal counsel.

The Child Care Capital Agreement template, provided in Attachment #1, will form ongoing agreements between TBDSSAB and approved child care providers to ensure the long-term sustainability of Child Care services across the District of Thunder Bay.

STRATEGIC PLAN IMPACT

This Report relates to the Board's strategic direction of Financial Stewardship, with a focus on ensuring accountability of TBDSSAB resources.

FINANCIAL IMPLICATIONS




There are no financial implications to the TBDSSAB through this report.

CONCLUSION

It is concluded that the Child Care Capital Agreement template should be approved as presented.

REFERENCE MATERIALS

Attachment #1 [Child Care Capital Agreement Template](#)

PREPARED BY:	Dawnette Hoard, Manager, Child Care and Early Years Programs Tafadzwa Mukubvu, CPA, Manager, Finance
SIGNATURE	 
APPROVED BY	Crystal Simeoni, Director, Integrated Social Services Richard Jagielowicz, CPA, CA, CBV, Director, Corporate Services Division
SIGNATURE	
SUBMITTED BY:	Ken Ranta, Chief Executive Officer



- (ii) any representation, warranty, information or factual matter made or provided by the Service Provider in or in connection with this Agreement or any application or supporting materials incorporated by reference into this Agreement is or becomes untrue, inaccurate or misleading in any material respect, and, if capable of cure, is not corrected within ten (10) days after receipt of written notice from TBDSSAB;
- (iii) the Service Provider becomes insolvent or bankrupt, makes an assignment for the benefit of creditors, a receiver, receiver and manager or trustee in bankruptcy is appointed over any of its property, or a voluntary or involuntary petition in bankruptcy, proposal, notice of intention to make a proposal, or any similar proceeding under applicable bankruptcy or insolvency law is filed concerning the Service Provider and is not dismissed or stayed within thirty (30) days;
- (iv) the Service Provider fails to complete the Project in a diligent and timely manner on or before the Project Completion Date, or fails to achieve any material milestone identified in the Schedules, and, after written notice from TBDSSAB requiring remedial measures within a specified period, TBDSSAB determines acting reasonably that the measures proposed or implemented are not adequate to remedy the situation;
- (v) the Service Provider uses, commits or applies any Funds for any purpose other than an eligible expense, or otherwise in a manner that is contrary to this Agreement, any Schedule, or any direction given by TBDSSAB, in each case whether or not any such use is subsequently reversed, unless the Service Provider demonstrates, to TBDSSAB's satisfaction, that the departure was an error in good faith;
- (vi) the Service Provider sells, transfers, assigns, leases, licenses, mortgages, charges, pledges, grants any security interest in, changes the use of, or otherwise disposes of any Asset, or any estate or interest in land required for the Project, in each case contrary to this Agreement or without TBDSSAB's prior written consent;
- (vii) the Service Provider fails to obtain, maintain or renew any licence, permit, approval, authorization, or certification required by law or under this Agreement for the purposes of the Project, including any licence required under the *Child Care and Early Years Act, 2014*, in each case where such failure could reasonably be expected to adversely affect the Project or the ongoing operation of the new child care spaces;
- (viii) the Service Provider fails to maintain in full force and effect any insurance required under this Agreement, fails to provide satisfactory evidence of such insurance upon request, or does or omits to do anything that causes any such insurance to be cancelled, rescinded or subject to a material qualification, and such failure is not remedied within five (5) days after written notice from TBDSSAB;
- (ix) the Service Provider fails to submit any Report, financial submission or other information required under this Agreement within the applicable time period, and such failure continues for thirty (30) days after the applicable filing deadline or such other period as may be specified by TBDSSAB, or the Service Provider repeatedly submits incomplete or materially deficient Reports despite written notice from TBDSSAB;
- (x) a Privacy Breach (as defined in this Agreement) that is material in the circumstances, or repeated Privacy Breaches, occur and the Service Provider fails to comply with its obligations to notify, investigate, mitigate and remediate in accordance with this Agreement, or such Privacy Breaches indicate a pattern of non-compliance with applicable privacy law; or
- (xi) any other event, circumstance or breach that is expressly stated in this Agreement to constitute a Default or an event of Default.



- (i) **"ELCC Infrastructure Funding Agreement"** means the funding agreement between TBDSSAB and the Government of Canada and Province of Ontario under which funding is provided to TBDSSAB for the Project, in accordance with the Canada-Ontario Early Learning and Child Care Infrastructure Fund.
- (j) **"Employment Insurance Act"** means the *Employment Insurance Act*, S.C. 1996, c.23, as may be amended from time to time and all regulations thereunder.
- (k) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c. F.11, as may be amended from time to time and all regulations thereunder.
- (l) **"Funds"** has the meaning set out in Section 5 of this Agreement.
- (m) **"Income Tax Act"** means the *Income Tax Act*, R.S.O. 1990, c. I.2, as may be amended from time to time and all regulations thereunder.
- (n) **"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as may be amended from time to time and all regulations thereunder.
- (o) **"Occupational Health and Safety Act"** means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, as may be amended from time to time and all regulations thereunder.
- (p) **"Regulations"** means all regulations made under the Child Care and Early Years Act, including O.Reg. 137/15, O.Reg. 13/18, O. Reg. 138/15 (which includes program-related requirements for centre-based and home child care programs that align with the "*How Does Learning Happen?*" document (as set out in: <https://files.ontario.ca/edu-how-does-learning-happen-en-2021-03-23.pdf>)), and O. Reg. 138/15 (which outlines the framework for funding, cost sharing, and financial assistance for child care and early years programs in Ontario).
- (q) **"PIPEDA"** means the Personal Information Protection and Electronic Documents Act, S.C. 2000 c. 5, as may be amended from time to time and all regulations thereunder.
- (r) **"Project"** means the functions and services to be completed in accordance with the Project Description attached as Schedule 1 – Project Description hereto.
- (s) **"Project Completion Date"** means the date at which all activities of the Project funded in connection with this Agreement have been completed and which must be no later than **[insert date]**;
- (t) **"Reports"** means any record or report the Service Provider is required to submit to TBDSSAB under this Agreement.
- (u) **"Representatives"** means the affiliates of a Party and their respective shareholders, directors, officers, employees, consultants, advisers, agents, volunteers, and other representatives.
- (v) **"Schedules"** means all Schedules attached hereto, which shall form part of this Agreement.

2. GOVERNANCE

The Service Provider represents, warrants and covenants that it has, shall maintain in writing, and comply with, during the Term, the following:

- (a) a code of conduct and ethical responsibilities including a policy on protection of privacy in accordance with FIPPA, MFIPPA or PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available;
- (b) policy on conflict of interest for all persons at all levels of the Service Provider;
- (c) a policy on access for all persons in accordance with the AODA;
- (d) procedures to ensure the ongoing effective functioning of the Service Provider;
- (e) decision-making mechanisms for the Service Provider;



- (f) procedures to enable the Service Provider to manage the Funds prudently and effectively;
- (g) procedures to enable the Service Provider to complete the Project successfully;
- (h) procedures to enable the Service Provider, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (i) procedures to enable the preparation and delivery of all Reports required pursuant to this Agreement;
- (j) procedures to enable the Service Provider to deal with such other matters as it or TBDSSAB deems necessary to ensure that the Service Provider carries out its obligations in accordance with this Agreement; and
- (k) the Service Provider shall promptly provide TBDSSAB, upon TBDSSAB's request, with all policies, procedures, and supporting documentation the Service Provider has and maintains under this Section 2. The Service Provider will change, update and amend such policies, procedures, and supporting documentation as requested by TBDSSAB.

3. PROJECT

- (a) The Service Provider shall execute the Project in accordance with the Project Description attached hereto as Schedule 1, and shall comply with all terms and conditions of Schedule 1.
- (b) The Parties acknowledge that although the description of the Project as set out in Schedule 1 is specific in nature, TBDSSAB shall, at all times, have the right to specify:
 - (i) the precise requirements that the Service Provider is to perform pursuant to this Agreement;
 - (ii) the method of provision of the requirements;
 - (iii) the Service Provider staff that will execute the requirements; and
 - (iv) any other matter as may be required by TBDSSAB to ensure that the requirements are provided in accordance with the general intent, requirements, and spirit of the Project.
- (c) The Service Provider shall co-operate with all other service providers of the Project, if any, as determined by TBDSSAB.
- (d) The Service Provider shall ensure compliance in accordance with the AODA.
- (e) During the Term, the Service Provider shall:
 - (i) complete the Project in a diligent and timely manner on or before the Project Completion Date, and in accordance with any milestones set out in the Schedules or otherwise communicated in writing by TBDSSAB to the Service Provider;
 - (ii) except as set out explicitly in this Agreement, be responsible for all costs and expenses related to the Project, including any cost overruns;
 - (iii) inform TBDSSAB promptly of any additional financial assistance received, expected or due for the Project;
 - (iv) repay to TBDSSAB any payment received for any overpayments made under and according to the terms of this Agreement;
 - (v) ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project, as per appropriate standards, during the Asset Disposal Period;
 - (vi) obtain, and maintain for the Asset Disposal Period, all rights to or all interests in all land necessary to design, construct and complete the Project, if any, and ensure that any such rights or interests that are required to be registered under the applicable land registry system are so registered and in good standing; and



- (vii) inform TBDSSAB immediately of anything that could compromise the Project, in whole or in part.
- (f) To facilitate the progress of the Project, each Party shall cooperate, in good faith, with the other Party, its Representatives, and governmental authorities. The Service Provider acknowledges that TBDSSAB is subject to the ELCC Infrastructure Funding Agreement, the Regulations, the Ontario Child Care and Early Years Funding Guidelines and applicable law, and the Service Provider agrees to fully cooperate with TBDSSAB and will at all times act in a manner that will enable TBDSSAB to comply with all the above.
- (g) If, at any time during the Term, a Party determines it will not be possible to complete the Project for any reason, such Party shall immediately notify the other Party and TBDSSAB may suspend its funding obligation. Service Provider shall, within fifteen (15) business days of a request from TBDSSAB, provide a summary of the measures it proposes to remedy the situation. If TBDSSAB is not satisfied that the measures proposed will be adequate to remedy the situation, then it will be considered an event of Default.

4. TERM

This Agreement shall be in force from January 1, 20XX, (the "Effective Date") to December 31, 20XX, and until it is superseded or replaced by a subsequent agreement or terminated by either Party in accordance with this Agreement ("Term"). The Parties may renew this Agreement on such terms and for such period as the Parties may agree in writing.

5. PAYMENT FOR PROJECT

- (a) Subject to the terms and conditions of this Agreement, TBDSSAB shall pay funds up to the maximum amount set forth in the approved Budget Schedule, attached hereto as Schedule 2 – Budget Schedule, ("Funds") to the Service Provider solely for Service Provider's eligible expenses (as set out in Schedule 1) in connection with the Project. TBDSSAB reserves the right to determine the amounts, times and manner of such payment. Unless otherwise agreed by the Parties in writing, the Service Provider acknowledges and agrees that the Funds shall not be used for any expenses incurred prior to the Effective Date.
- (b) At TBDSSAB's discretion and if applicable, TBDSSAB may determine that the distribution of Funds to the Service Provider is conditional upon TBDSSAB's receipt of a valid floor plan approval letter issued by the Ministry of Education's Child Care Branch.
- (c) Notwithstanding any other provision of this Agreement, Service Provider acknowledges and agrees that TBDSSAB's obligation to pay any Funds is expressly conditional upon TBDSSAB first receiving payment under the ELCC Infrastructure Funding Agreement. Service Provider shall have no right to receive, and TBDSSAB shall have no obligation to make, any payment under this Agreement unless and until TBDSSAB has received corresponding payment under the ELCC Infrastructure Funding Agreement. The Parties agree that TBDSSAB shall not be liable to Service Provider for any unpaid amounts to the extent such amounts are not received by TBDSSAB under the ELCC Infrastructure Funding Agreement. TBDSSAB may reduce the amount of any Funds to be transferred to the Service Provider at any time in response to a reduction of funding levels received by TBDSSAB under the ELCC Infrastructure Funding Agreement. TBDSSAB will promptly advise the Service Provider of any such reduction upon becoming aware.
- (d) Subject to the terms and conditions of this Agreement, TBDSSAB shall deposit the Funds into an account designated by the Service Provider provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Service Provider.
- (e) Where the Service Provider has failed to claim for eligible expenses for which it is entitled to receive payment, a corrected claim must be received by TBDSSAB within ninety (90) days of payment by TBDSSAB of the account from which the item was omitted or incorrectly stated, in default of which, the Service Provider shall have no right to claim for such item.



- (f) Notwithstanding section 5(e), where the Service Provider has failed to claim for any eligible expenses for which it is entitled to receive payment within the fourth quarter, any adjustments to annual reconciliation Reports must be made within ten (10) calendar days of the date on which the reconciliation Report was due, in default of which, the Service Provider shall have no right to claim for such item.
- (g) TBDSSAB may set off any amounts owed by the Service Provider to TBDSSAB against any amounts payable by TBDSSAB to the Service Provider. TBDSSAB may, in its sole discretion, withhold the payment of any Funds if the Service Provider breaches any term or condition of this Agreement.
- (h) In the event the Service Provider does not achieve the Project objectives, or spend monies advanced by TBDSSAB for the Project, the Service Provider shall refund such amounts as may be determined by TBDSSAB from time to time.
- (i) The Service Provider acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Service Provider, less any costs (including taxes) for which the Service Provider has received, will receive, or is eligible to receive, a rebate, credit or refund.
- (j) If payments made to the Service Provider under this Agreement exceed the amounts to which Service Provider is entitled, or if there are unaccounted expenditures or surplus amounts, Service Provider shall promptly repay such excess to TBDSSAB. Any such amount that is not repaid shall constitute a debt owing to TBDSSAB, and TBDSSAB may recover it by deducting an equivalent amount from any future Funds payments payable to Service Provider.
- (k) Without limitation to TBDSSAB's termination rights under this Agreement, if the Service Provider withdraws from CWELCC or ceases its operations for any reason during the Term, the Service Provider shall promptly (in any event within 30 days) return all Funds it received from TBDSSAB.

6. ACKNOWLEDGEMENT OF FUNDING SUPPORT

- (a) To recognize and acknowledge the financial support provided, the Service Provider will only communicate information to the public (e.g., via media release, social media posting, etc.) about the Project as requested or otherwise approved by TBDSSAB. For clarity, the Service Provider will acknowledge the financial support of TBDSSAB, in a form and manner satisfactory to TBDSSAB and shall otherwise inform, involve, co-operate, and obtain prior written approval of TBDSSAB with respect to any public communications concerning the Project or TBDSSAB.
- (b) TBDSSAB will consider requests for exemptions from the obligations of this section if the requirements constitute undue hardship for the organization.

7. TBDSSAB INSPECTION AND CONSULTATION

- (a) The Service Provider shall permit TBDSSAB and its Representatives to enter at reasonable times any premises used by the Service Provider in connection with the Project and the retention of Records pursuant to this Agreement to:
 - (i) observe and evaluate the Project; and
 - (ii) inspect, take and retain copies of all Records relating to the Project.
- (b) The Service Provider agrees that all its Representatives that is involved with, or otherwise contributes to or participates in the Project or the performance of this Agreement shall, upon reasonable request, be available for consultation with TBDSSAB as may be required by TBDSSAB.

8. PROJECT RECORDS AND REPORTS

- (a) The Service Provider shall maintain, at its own expense, complete and accurate books, information, databases, reports, books, registers, documents, vouchers, records and books of account (collectively, "**Records**") of all financial, service and other activities related to the Project, including contracts, invoices, receipts, statements, vouchers and supporting documents related to the Project and this Agreement.



- (b) The Service Provider shall provide TBDSSAB quarterly year-to-date Reports, not later than 21 days after the end of each quarter, which outline the actual and projected expenditures and revenues, as well as specific service data information. It shall forward to TBDSSAB any other statistical data which TBDSSAB may request, including as identified in Schedule 3 – Reporting Requirements, and Schedule 4 – ELCC Infrastructure Quarterly Reporting.
- (c) The Service Provider shall prepare and submit a comprehensive annual Report respecting the Project.
- (d) The Service Provider shall provide further information and Reports, to be in such form as TBDSSAB may require from time to time.
- (e) The Service Provider shall ensure that all Report submissions are signed on behalf of the Service Provider by an authorized signing officer.
- (f) In the event that the Service Provider ceases operation, it is agreed that the Service Provider will not dispose of any Records related to the Project under this Agreement without the consent of TBDSSAB. The Service Provider may, with the consent of TBDSSAB, satisfy this requirement by delivering the possession of the relevant Records to TBDSSAB.

9. FINANCIAL RECORDS AND REPORTS

- (a) The Service Provider shall maintain, at its own expense, all Records respecting the Project provided pursuant to this Agreement and shall allow TBDSSAB, or such other persons as may be appointed by TBDSSAB, to inspect and audit such Records at all reasonable times both during the Term and subsequent to any expiration or termination of this Agreement.
- (b) The Service Provider shall, unless otherwise stated in writing by TBDSSAB, submit to TBDSSAB an audited financial statement and reconciliation Report with respect to its performance of the Project pursuant to the Agreement within four (4) months of the Service Provider's fiscal year end. The cost of preparing the statement and report shall be borne by the Service Provider.
- (c) The Service Provider shall prepare and submit annually, and at any other time upon request, a financial Report in such form containing such information as TBDSSAB may require.
- (d) The Service Provider shall adhere to any additional financial reporting requirements specified in the Budget Schedule (Schedule 2) attached hereto.
- (e) The Service Provider shall comply with the financial reporting requirements as attached hereto as Schedule 3 – Reporting Requirements.
- (f) The Service Provider shall retain the Records for a minimum period of at least seven (7) years from the end of the fiscal period to which they relate and for such additional period as TBDSSAB may require as they may relate to specific matters, provided that the Service Provider may, with the consent of TBDSSAB, satisfy this requirement for retention beyond the seven (7) year period by delivering the possession of the Records to TBDSSAB.
- (g) The Service Provider shall comply with Generally Accepted Accounting Principles (GAAP) in the treatment of revenues and expenditures. The Service Provider shall comply with any TBDSSAB direction on the treatment of revenues and expenditures as determined from time to time by TBDSSAB.
- (h) Where Service Provider files financial submissions after the filing deadline, TBDSSAB will take action, per Section 10, below, until the submission has been received to the satisfaction of TBDSSAB.

10. LATE FILING OF PROGRAM AND/OR FINANCIAL REPORTS

Without limitation to any of TBDSSAB's other rights or remedies in this Agreement:

- (a) If any Report or other submission as required under this Agreement is not received by TBDSSAB by the applicable filing deadline, TBDSSAB will inform the Service Provider that such Report or submission is overdue;
- (b) After 30 days past the applicable filing deadline, cash flow advances will be withheld;



(c) Upon submission of such Reports and submissions to TBDSSAB's satisfaction, TBDSSAB will revert to the Agreement payment schedule.

(d) In addition to any other rights or remedies available to TBDSSAB, if:

- (i) the Service Provider fails to submit any Report or other submission required under this Agreement within thirty (30) days after the applicable filing deadline and such failure is not remedied to the satisfaction of TBDSSAB following written notice; or
- (ii) the Service Provider, in any funding year, fails on two (2) or more occasions to submit any Report or other submission required under this Agreement by the applicable filing deadline, or submits materially incomplete or inaccurate Reports and fails to correct such deficiencies within ten (10) days after written notice from TBDSSAB,

then such failure shall constitute a Default.

11. QUALITY ASSURANCE AND REPRESENTATIONS AND WARRANTIES

(a) The Service Provider will work in collaboration with the TBDSSAB to ensure the alignment of practices of '*How Does Learning Happen?*' (as set out in: <https://files.ontario.ca/edu-how-does-learning-happen-en-2021-03-23.pdf>), The *Child Care and Early Years Act*, the CWELCC (as applicable), and the College of Early Childhood Educators *Code of Ethics and Standards of Practice* as well as any other reporting requirements as designated or created by TBDSSAB.

(b) Throughout the Term, the Service Provider represents, warrants and covenants that:

- (i) it shall only use the Funds for the eligible expenses as set out in Schedule 1 for the sole purpose of the Project, and it shall not use the Funds for any expenses that is: (1) an ineligible expense as set out in Schedule 1; or (2) determined by TBDSSAB to be an ineligible expense in TBDSSAB's sole discretion;
- (ii) no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public, and Service Provider will promptly inform TBDSSAB if it becomes aware of the any such situation;
- (iii) it shall obtain all necessary rights, interests, permits, licenses, approvals, registrations, letters of community support and any other authorizations required in connection with the Project, including the licenses and certifications set out in Section 23 of this Agreement;
- (iv) it shall, and shall cause its Representatives to, comply with the terms of this Agreement and all applicable laws and regulations in the performance of the Project and this Agreement;
- (v) all information and factual matters contained in any Application Materials (defined at Section 22(a) of this Agreement), submitted by the Service Provider are true and accurate in all material respects;
- (vi) it complies with all eligibility requirements set out in Schedule 1 during the Term;
- (vii) all information submitted to TBDSSAB as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment; and
- (viii) it shall obtain the necessary authorizations, as needed, for the implementation of the Project from third parties who may own any intellectual property or other rights in respect of the Project.

12. RETENTION OF RECORDS

(a) In addition to the requirements of Section 8 and Section 9 hereof, the Service Provider shall not dispose of any Records related to the Project for a period of seven (7) years from the end of the fiscal year during which they were prepared or received without the prior written consent of TBDSSAB, which may be given subject to such terms and conditions as TBDSSAB deems advisable.



- (b) Notwithstanding section 12(a) hereof, the Service Provider shall retain any such Records for such additional period as TBDSSAB may reasonably require in special circumstances, provided that the Service Provider may, with the consent of TBDSSAB, satisfy this requirement for retention beyond the seven (7) year period by delivering possession of the relevant Records to TBDSSAB.

13. ACQUISITION OF GOODS OR SERVICES AND DISPOSAL OF ASSETS

- (a) If the Service Provider acquires any Assets with the Funds, it shall do so through a process that promotes best value for money and is consistent with public procurement best practices and the Service Provider's procurement policy, as approved by its governing body. All Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Project shall be the responsibility of, and shall remain the property of, the Service Provider, subject to the terms of this Agreement.
- (b) Notwithstanding any other provision of this Agreement, the Service Provider shall preserve, maintain, protect and use the Assets solely for the purposes of the Project and in accordance with this Agreement during the Asset Disposal Period. The Service Provider shall ensure that the Assets, and any related land rights, are operated, maintained and repaired in accordance with appropriate standards during the Asset Disposal Period.
- (c) The Service Provider shall not, without the prior written consent of TBDSSAB, which may be withheld in TBDSSAB's sole discretion or granted subject to such terms and conditions as TBDSSAB may deem advisable:
- (i) sell, transfer, assign, lease, license, lend or otherwise dispose of any Asset or any estate or interest in any land required for the Project;
 - (ii) change the use of any Asset or any such land; or
 - (iii) mortgage, charge, pledge, grant a security interest in, or otherwise encumber any Asset or any such land or any right or interest therein, including by way of any financing or refinancing arrangement.
- (d) The Service Provider acknowledges and agrees that the Assets may or may not be specifically listed in a Schedule attached to this Agreement, and that any Asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with Funds shall be subject to this section whether or not so listed.
- (e) Unless otherwise agreed in writing by TBDSSAB, upon any alternate use, disposal, transfer, encumbrance or change of use of an Asset during the Asset Disposal Period, the Service Provider shall reimburse TBDSSAB, at TBDSSAB's discretion, in whole or in part, an amount not to exceed the amount of the Funds used for the Asset, as determined by TBDSSAB acting reasonably.
- (f) The Service Provider acknowledges that TBDSSAB may, at its option and at any time, register or cause to be registered such security documents, notices or other instruments as TBDSSAB considers advisable in order to secure the performance of the Service Provider's obligations under this Agreement in respect of the Assets, including any obligations to reimburse Funds. The Service Provider shall execute and deliver all documents and do all acts and things reasonably required by TBDSSAB in connection with any such registrations.
- (g) Any breach of this section shall constitute a Default.

14. CONFLICT OF INTEREST

- (a) The Service Provider shall ensure there is no actual, potential or perceived conflict of interest in carrying out this Agreement, the Project and when using the Funds. A violation of this Section 14 shall be considered a Default under this Agreement.
- (b) For the purposes of this Agreement, a conflict of interest includes any circumstances where:
- (i) the Service Provider; or



- (ii) any person who has the capacity to influence the Service Provider's decisions, has outside commitments, relationships or financial interests that could or could be seen to interfere with the Service Provider's objective, unbiased and impartial judgment relating to the Project, the use of Funds, or both.
- (c) The Service Provider shall:
 - (i) disclose to TBDSSAB, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
 - (ii) comply with any terms and conditions that TBDSSAB may prescribe as a result of the disclosure.

15. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- (a) In this section, "**Privacy Breach**" means any loss, theft or unauthorized access to, use, disclosure or disposal of personal information, or any incident that is required to be reported to a privacy regulator or to affected individuals under applicable privacy law, in each case in relation to information collected, used or disclosed in connection with this Agreement or the Project.
- (b) The Service Provider shall, and shall ensure that its Representatives shall, comply with all applicable privacy and access to information laws, including FIPPA, MFIPPA and PIPEDA, as applicable, and with its own privacy and security policies, as the same may be updated from time to time in accordance with applicable law.
- (c) The Service Provider shall notify TBDSSAB, in writing and without undue delay, upon becoming aware of any actual or suspected Privacy Breach that could reasonably be expected to involve information collected, used, disclosed or otherwise handled in connection with this Agreement or the Project. Such notice shall include all information then reasonably available to the Service Provider regarding the nature and scope of the Privacy Breach, the categories of information and individuals affected, and the steps taken or proposed to contain and investigate the Privacy Breach.
- (d) Without limiting the generality of the foregoing, in the event of a Privacy Breach, the Service Provider shall:
 - (i) immediately take all reasonable steps to contain and mitigate the Privacy Breach;
 - (ii) investigate the Privacy Breach, including its root cause, in a diligent manner;
 - (iii) consult with TBDSSAB regarding any notifications to affected individuals, regulators or other third parties that may be required or appropriate under applicable law, it being understood that TBDSSAB may require that any such notifications be issued in its name, in the Service Provider's name, or jointly; and
 - (iv) implement, at its cost, any remedial measures that TBDSSAB may reasonably require to prevent a recurrence, including changes to policies, procedures, training or technical safeguards.
- (e) The Service Provider shall keep TBDSSAB reasonably informed of the status and results of any investigation or remedial efforts relating to a Privacy Breach, and shall provide TBDSSAB with such further information as TBDSSAB may reasonably request from time to time.
- (f) Any material Privacy Breach, or repeated Privacy Breaches, or failure to comply with the obligations set out in this section shall constitute a Default.

16. INTELLECTUAL PROPERTY

- (a) In this section:
 - (i) "**Pre-Existing Materials**" means any works, data, software, documentation, policies, templates, tools or other materials that were created by or for the Service Provider, or a third party, prior to the Effective Date or independently of the Project; and



- (ii) **"Project Materials"** means all reports, plans, designs, drawings, curricula, manuals, policies, procedures, specifications, training materials, promotional materials, data, databases and other works, in any form or medium, that are created, developed, adapted or improved by or on behalf of the Service Provider in connection with the Project, in each case excluding Pre-Existing Materials and any materials owned by third parties.
- (b) As between the Parties, all right, title and interest in and to the Project Materials, including all intellectual property rights therein, shall vest in and be owned by TBDSSAB as and when created. The Service Provider hereby assigns and transfers, and shall cause its Representatives to assign and transfer, to TBDSSAB all such right, title and interest, without further consideration. The Service Provider shall execute and deliver all such further documents and do all such further acts and things as TBDSSAB may reasonably require to give effect to such assignment.
- (c) TBDSSAB hereby grants to the Service Provider a non-exclusive, royalty-free, non-transferable licence to use the Project Materials solely for the purpose of carrying out the Project and operating the new child care spaces created through the Project, and for such other purposes as TBDSSAB may expressly approve in writing from time to time.
- (d) To the extent permitted by law, the Service Provider shall cause all individuals who participate in the creation of Project Materials to waive, in favour of TBDSSAB and its successors and assigns, any moral rights they may have in the Project Materials.
- (e) For clarity, nothing in this section limits or derogates from the licence already granted by the Service Provider to TBDSSAB in respect of information provided by the Service Provider under this Agreement, and all such information and Project Materials shall be deemed to form part of the subject matter of that licence.

17. COMMUNICATIONS PROTOCOL

- (a) Acknowledge Support. Unless otherwise directed by TBDSSAB, the Service Provider will:
 - (i) clearly acknowledge the support of the Province of Ontario and the Government of Canada for the Early Learning and Child Care (ELCC) Infrastructure fund and Canada-Wide Early Learning and Child Care (CWELCC) Programs; and
 - (ii) ensure that the acknowledgement referred to in paragraph (i) is in a form and manner as directed by the CWELCC guidelines and approved by TBDSSAB.
- (b) The Service Provider will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publications are the views of the Service Provider and do not necessarily reflect those of the respective governments or TBDSSAB.
- (c) The Service Provider acknowledges that the terms of the CWELCC program and ELCC Infrastructure Funding Agreement require TBDSSAB to co-ordinate with the Ministers both Federal and Provincially with respect to publicity relating to projects funded in accordance with this Agreement, including advertising, written materials, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies and special events, in each case, for projects funded in accordance with this Agreement. The Service Provider shall ensure that there will be no such publicity, advertising, signs, messages, public statements, press conferences, news releases, announcements, official ceremonies or special events, without the prior written consent of TBDSSAB and/or the Ministers of the respective governments. The Service Provider agrees that it shall not do or omit to do any act, which will cause TBDSSAB to be in breach of these requirements.
- (d) The Service Provider shall not make any public announcements respecting the Project, insofar as it relates to the Program, or respecting its participation in the Program or respecting the Program in any other aspect without the prior written approval of TBDSSAB.
- (e) During the development period of the Project, the Service Provider may erect a sign at a prominent location where there is visible activity related to the approved Project. The sign shall be in accordance with specifications issued by the CWELCC Program guidelines and TBDSSAB.



(f) Public Information.

- (i) Service Provider acknowledges that the following may be made publicly available by TBDSSAB: (i) its name, the amount of Funds provided by TBDSSAB, and the general nature of the Project; (ii) any evaluation, financial report, audit report, or other reports or reviews related to this Agreement; and (iii) any other information as agreed by the Parties.
 - (ii) Service Provider will make reasonable efforts to ensure open, accessible and transparent information-sharing with the general public with respect to the revenues and expenditures, progress, and outcomes of the Project.
- (g) The Service Provider acknowledges that any breach by it of this Agreement shall cause the Service Provider to be in breach of the CWELCC Program and ELCC Infrastructure Funding Agreement.

18. INDEMNIFICATION

- (a) The Service Provider shall, both during and following the Term, indemnify and save harmless TBDSSAB from all costs, losses, damages, judgments, claims, demands, suits, actions, complaints or other proceedings by whomever made, brought or prosecuted in any manner ("**Claims**") based upon, occasioned by or attributable to: (i) anything done or omitted to be done by the Service Provider, its Representatives related to or arising out of this Agreement or in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement; (ii) Service Provider or its Representatives' breach of this Agreement; and (iii) any negligence or willful misconduct of Service Provider or its Representatives.
- (b) In no event will TBDSSAB or its Representatives be liable for any special, incidental, indirect, consequential, exemplary or punitive damages or any damages for loss of profits, loss of data, business interruption, loss of business information, or any other pecuniary loss arising from or relating to this Agreement. These limitations will apply regardless of the Claim, and regardless of whether TBDSSAB has been advised of the possibility of such damages. If circumstances arise where Service Provider is entitled to recover damages relating to this Agreement, the aggregate liability of TBDSSAB, if any, will in no event exceed the value of the Funds provided to Service Provider under this Agreement.

19. INSURANCE

- (a) Unless waived in writing, in whole or in part, by TBDSSAB, the Service Provider shall obtain and maintain in full force and effect throughout the Term, commencing no later than the Effective Date, and, where expressly required, throughout the Asset Disposal Period, at its own expense, all insurance that a reasonably prudent operator of licensed child care facilities and similar projects would maintain, including at least the following coverages with insurers licensed to transact insurance in Ontario:
- (i) commercial general liability insurance, on an occurrence basis, covering bodily injury, personal injury and property damage, with a minimum limit of not less than Five Million Dollars (\$5,000,000) per occurrence, including contractual liability, owners' and contractors' protective, cross liability and severability of interests, and non-owned automobile coverage;
 - (ii) property insurance covering all Assets and other property, equipment and improvements used in connection with the Project, against all risks of physical loss or damage, in an amount not less than full replacement cost, with standard extensions;
 - (iii) professional liability (errors and omissions) insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000) per claim, in respect of professional services provided in connection with the Project;
 - (iv) directors' and officers' liability insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000) per claim;
 - (v) boiler and machinery insurance, where applicable; and



- (vi) such other types and amounts of insurance as TBDSSAB may reasonably require from time to time, acting on the advice of its insurers or as reasonably required in light of the nature of the Project.
- (b) The commercial general liability policy shall:
 - (i) name TBDSSAB and such other persons as TBDSSAB may designate as additional insureds, with respect to liability arising from the Project and this Agreement
 - (ii) contain a cross liability and severability of interests clause;
 - (iii) be primary and not contributory with, and not excess to, any other insurance available to TBDSSAB; and
 - (iv) include a waiver of subrogation in favour of TBDSSAB.
- (c) The Service Provider shall ensure that each policy required under this section contains a provision that the insurer will provide TBDSSAB with at least thirty (30) days' prior written notice of any cancellation, non-renewal or material change that would reduce coverage or materially alter the policy.
- (d) Prior to the commencement of the Project and on an annual basis thereafter, and at any other time upon written request by TBDSSAB, the Service Provider shall provide TBDSSAB with certificates of insurance, or other evidence of insurance in form and substance satisfactory to TBDSSAB, confirming that the required coverages are in effect in accordance with this section.
- (e) If TBDSSAB requests that the amount of coverage be increased or that the Service Provider obtain other or special insurance for the Project, the Service Provider shall promptly obtain such increased or special insurance and provide evidence of same to TBDSSAB.
- (f) Any failure by the Service Provider to obtain, maintain or renew the insurance required under this section, or to provide satisfactory evidence of insurance upon request, shall constitute a Default.

20. TERMINATION AND SUSPENSION

- (a) TBDSSAB may terminate this Agreement, in whole or in part (including with respect to the provision of any particular service or component of the Project), at any time upon not less than sixty (60) days' prior written notice to the Service Provider. Upon receipt of such notice, the Service Provider shall not commit any additional Funds without the prior written consent of TBDSSAB and shall take all reasonable steps to wind down the affected portion of the Project in an orderly manner.
- (b) The Service Provider may terminate this Agreement only upon written notice to TBDSSAB if TBDSSAB is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the Service Provider specifying the nature of the breach and the steps required to cure it. For clarity, reductions, suspensions or terminations of funding to TBDSSAB under the ELCC Infrastructure Funding Agreement, and TBDSSAB's corresponding reduction, suspension or termination of Funds under this Agreement, shall not constitute a breach by TBDSSAB.
- (c) This Agreement shall automatically terminate, without any further action by either Party, if the ELCC Infrastructure Funding Agreement is terminated for any reason. TBDSSAB shall promptly inform the Service Provider of any notice it receives of termination of or default under the ELCC Infrastructure Funding Agreement.
- (d) If TBDSSAB declares a Default, TBDSSAB may, without limiting any other right or remedy available to it at law, in equity or under this Agreement, exercise one or more of the following remedies upon written notice to the Service Provider:
 - (i) suspend, in whole or in part, any obligation to provide Funds to the Service Provider, including any obligation to provide any Funds owing prior to the date of such suspension;



- (ii) require the Service Provider to reimburse TBDSSAB all or any part of the Funds paid by TBDSSAB to the Service Provider, including any Funds used for ineligible or unauthorized expenses; and
 - (iii) terminate this Agreement, in whole or in part.
- (e) Upon receipt of a notice of suspension or termination under this section, the Service Provider shall perform no further actions pursuant to this Agreement or activities related to the suspended or terminated portion of the Project, except as necessary to close out or suspend such actions and as may be expressly approved by TBDSSAB in writing.
- (f) In the event of any termination or suspension of this Agreement in whole or in part:
- (i) the Service Provider shall forthwith refund to TBDSSAB any monies advanced by TBDSSAB and not expended, or not expended in accordance with the approved budget or this Agreement, and any Funds that TBDSSAB identifies as repayable, including Funds used for ineligible or unauthorized expenses;
 - (ii) all other financial adjustments between the Parties shall be made as at the effective date of termination or suspension, as determined by TBDSSAB acting reasonably; and
 - (iii) if the termination is initiated by the Service Provider other than as a result of a material breach by TBDSSAB that remains uncured, the Service Provider shall, in addition to the foregoing, cooperate with TBDSSAB to facilitate any transition or reallocation of the Project and the Assets in a manner consistent with the objectives of the Program and the ELCC Infrastructure Funding Agreement.
- (g) Upon expiration or termination of this Agreement for any reason, each Party shall promptly, at the other Party's request, return to the other Party or securely destroy all of the other Party's confidential information in its custody or control, in any medium or form, except to the extent that retention is required by law or for the purposes of enforcing this Agreement. Any such retained information shall continue to be treated as confidential in accordance with this Agreement.

21. FUNDS AT THE END OF A FUNDING YEAR

- (a) If the Service Provider has not spent all of the Funds allocated to the Service Provider for the funding year as provided for in the budget at the end of the term of the Agreement, TBDSSAB may take one or both of the following actions:
- (i) demand the return of the unspent Funds; and/or
 - (ii) adjust the amount of any further or future installments of Funds accordingly.
- (b) In addition to the Service Provider's other obligations under this Agreement, the Service Provider shall, upon expiry or termination of this Agreement, return to TBDSSAB any Funds remaining in its possession or under its control.

21. INTERPRETATION

- (a) This Agreement shall be read with all changes in number or of gender as required by context. Words in one gender shall be interpreted to include all genders.
- (b) Words in the singular include the plural and vice-versa.
- (c) The word "shall" shall be construed as mandatory and the word "may" shall be construed as permissive.
- (d) The words "include", "includes" and/or "including" shall denote that the subsequent list is not exhaustive.
- (e) The headings and subheadings contained in this Agreement are inserted for convenience and for reference only and shall, in no way, limit, define or describe the scope or intent of this Agreement or form part of this Agreement.
- (f) Any reference to currency, money or Funds shall refer to Canadian currency.



22. APPLICATION AND SUPPORTING MATERIALS

- (a) The Parties acknowledge that the Service Provider's application(s) for funding in respect of the Project, together with any supporting materials, plans, budgets, correspondence and other documents submitted by the Service Provider in relation thereto and identified by the Parties in the Schedules to this Agreement (collectively, the "**Application Materials**"), are incorporated by reference into and form part of this Agreement.
- (b) In the event of any conflict, inconsistency or discrepancy between the Application Materials and this Agreement (including any of the Schedules), the terms of this Agreement (including the Schedules) shall govern to the extent of such conflict, inconsistency or discrepancy. For greater certainty, to the extent of any conflict, inconsistency or discrepancy between the main body of this Agreement and any of the Schedules, the main body of this Agreement shall prevail.

23. PROOF OF LICENSE AND CERTIFICATION

- (a) The Service Provider shall at all times be licensed to carry out the provisions hereof.
- (b) At the time of execution of this Agreement, the Service Provider shall submit a copy of its current license to provide Child Care and Early Years services and thereafter, shall file with TBDSSAB annually and at other times if so requested by TBDSSAB, a copy of its license renewal.
- (c) The Service Provider shall maintain for inspection by TBDSSAB, as may be required, copies of the required Fire and Health Certification and verification of annual inspections.

24. OBSERVANCE OF THE LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of Ontario.
- (b) Any reference to any legislation in this Agreement shall include the regulations made pursuant to such legislation, all amendments to such legislation and regulations from time to time, and to any legislation or regulation which may be passed and thereafter has the effect of supplementing or superseding such legislation or regulation as referenced in this Agreement.
- (c) The Parties agree that they and their respective Representatives shall at all times comply with all applicable laws, including any Federal, Provincial and Municipal laws, ordinances, statutes, rules, regulations and orders governing the performance of this Agreement.
- (d) Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which shall have exclusive jurisdiction over such proceedings.

25. NON-ASSIGNMENT

The Service Provider shall not assign or subcontract this Agreement, in whole or in part, or any of its obligations under this Agreement, without the prior written approval of TBDSSAB, which approval may be withheld by TBDSSAB in its sole discretion, or given subject to such terms and conditions as TBDSSAB may impose in its sole discretion.

26. AMENDMENTS

This Agreement, and any amendment, supplement, revision or termination thereof, including the addition or substitution of a Schedule to this Agreement, shall be signed by the Parties, and which, when signed and delivered, shall be taken together to constitute one and the same document.

27. THIS AND PREVIOUS AGREEMENTS

- (a) All the terms and conditions of the Schedules hereto are incorporated into and form part of this Agreement.
- (b) The invalidity of any provision of this Agreement or any covenant herein contained or the unenforceability of the same against any Party hereto shall not affect the validity of any other provision or covenant herein contained or the enforceability of any portion of this Agreement against any other Party hereto;



- (c) This Agreement constitutes the entire understanding and agreement between the Parties with respect to its subject matter and supersedes all previous written or oral representations, agreements and understandings between the Parties with respect to the subject matter hereof and no amendments shall be valid unless in accordance with Section 26 of this Agreement.
- (d) The obligations of the Parties which expressly, or by their nature, survive the termination or expiration of this Agreement, shall continue in force and effect following termination or expiration until they are satisfied or, by their nature, expire. This includes, but is not limited to, the confidentiality provisions of this Agreement.

28. STATUS OF SERVICE PROVIDER

- (a) The Parties are independent contractors and agree and acknowledge that this Agreement does not constitute a partnership, employment agreement or joint venture between the Parties, nor shall any agency relationship arise as a consequence of this Agreement. No Party may bind the other or make representations on its behalf.
- (b) Service Provider acknowledges and agrees that TBDSSAB provision of Funds under this Agreement is not an assurance, and TBDSSAB makes no representations or guarantees whatsoever that TBDSSAB will provide any further funding or project support to Service Provider beyond the scope of this Agreement. The Service Provider shall not rely upon the continuation of the Term to plan its financial affairs.
- (c) It is the sole and exclusive responsibility of the Service Provider to satisfy itself as to its status and obligations under all applicable legislation.
- (d) The Service Provider shall indemnify and hold harmless TBDSSAB from any and all amount required to be paid by the Service Provider, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by TBDSSAB, relating to any failure of the Service Provider to comply with any applicable legislation.

29. FURTHER ASSURANCES

The Service Provider and TBDSSAB agree that each of them shall, upon the reasonable request of the other, provide or execute such further documents or assurances necessary to give effect to this Agreement.

30. WAIVER

Any condoning, excusing, waiver or overlooking of any default, breach or non-observance by either Party at any time in respect of any term or condition of this Agreement shall not operate as a waiver of the rights of the Parties in respect of any subsequent default, breach, or non-observance.

31. NOTICES

- (a) Any notice in writing relating hereto may be delivered in person or sent by courier, fax or may be mailed by certified mail, registered mail or priority post to TBDSSAB addressed to:

Chief Executive Officer
The District of Thunder Bay Social Services Administration Board
231 May Street South
Thunder Bay, ON P7E 1B5

Telephone: 807.766.2103
Fax: 807.345.6146

Email: [XYZ]



- (b) Any notice in writing relating hereto may be delivered in person or sent by courier, fax or may be mailed by certified mail, registered mail or priority post to the Service Provider addressed to:

«Title»
«Child_Care_Centre»
«Program_Mailing_Address»
«Program_Mailing_Address_2»
«City», «Prov» «Program_Postal_Code»

Telephone: «Program_Phone_Number_1»
Fax: «Fax_Number»
Email: [XYZ]

- (c) Notices shall be considered delivered on the date of any personal delivery, service by courier or fax transmission and five (5) business days after mailing if the notice was sent by certified mail, registered mail or priority post. If a mail strike is in progress or there is a reasonable expectation of a mail strike, notice shall be given by one of the alternative permitted methods.
- (d) If at any time, either Party shall give notice to the other Party of a change of address or fax number of said Party giving such notice and from and after the date of giving of such notice, the address or fax number therein specified shall be deemed to be the address or fax number of that Party.

32. BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective executors, successors, administrators and assigns, as the case may be.

33. GENERAL

This Agreement has been prepared by the Parties and their respective advisors. Each Party acknowledges this Agreement is the product of their joint efforts and no rule of interpretation favouring one Party over the other will apply to resolve any ambiguity. Notwithstanding any other provision of this Agreement, all rights and remedies of TBDSSAB under the Agreement are in addition to TBDSSAB's other rights and remedies and are cumulative, not alternative. To the extent of any conflicts between the main body of this Agreement and any of the Schedules, the main body of this Agreement shall prevail. This Agreement may be signed manually or electronically, in any number of counterparts. Each counterpart will be deemed an original, may be delivered electronically, and will together constitute one agreement.



IN WITNESS WHEREOF this Agreement has been signed on behalf of TBDSSAB and on behalf of the Service Provider by their duly authorized Signing Officers, respectively.

SIGNED, SEALED AND DELIVERED on the _____ day of _____, 20XX.

**ON BEHALF OF THE DISTRICT OF THUNDER BAY
SOCIAL SERVICES ADMINISTRATION BOARD**

****XX,
Chair - TBDSSAB**

***(Affix Corporate Seal or Witness)**

**** Ken Ranta,
Chief Executive Officer - TBDSSAB**

SIGNED, SEALED AND DELIVERED on the _____ day of _____, 20XX.

ON BEHALF OF «CHILD_CARE_CENTRE»

Witness

**** Signing Officer**
Title: _____
Name: _____
(Please Print)

***(Affix Corporate Seal or Witness)**

Witness

**** Signing Officer**
Title: _____
Name: _____
(Please Print)

* Corporate Seal required OR Witness required where the Service Provider is a sole proprietor or a partner. Not required when Corporate Seal is affixed.
** I have authority to bind the corporation.