



TO: GENERAL COMMITTEE


SUBJECT: RECREATION SERVICES COMMUNITY PARTNERSHIP WITH
CANADIAN TIRE JUMPSTART CHARITIES

WARD: ALL

PREPARED BY AND KEY CONTACT: T. TURNER, CPA, CGA,
MANAGER OF RECREATION BUSINESS SERVICES

SUBMITTED BY: B. ROTH, DIRECTOR OF RECREATION SERVICES 

GENERAL MANAGER APPROVAL: P. ELLIOTT-SPENCER, GENERAL MANAGER OF COMMUNITY &
CORPORATE SERVICES, CPA, CMA 

CHIEF ADMINISTRATIVE OFFICER APPROVAL: C. LADD, CHIEF ADMINISTRATIVE OFFICER 

RECOMMENDED MOTION

1. That the Director of Recreation Services and/or Manager of Recreation Business Services be granted delegated authority on behalf of The Corporation of the City of Barrie to execute an agreement with Canadian Tire Jumpstart Charities to become a community partner in the provision of recreation activities to kids in need within the community and on the basis of the general terms and conditions as outlined in Appendix "A" to Staff Report REC004-16.
2. That the Director of Recreation Services and/or Manager of Recreation Business Services be granted delegated authority on behalf of The Corporation of the City of Barrie to execute extensions or renewals of such agreement(s) with substantially similar intent and conditions presented by Canadian Tire Jumpstart Charities or a related corporate entity.
3. That the Director of Recreation Services and/or Manager of Recreation Business Services be granted delegated authority on behalf of The Corporation of the City of Barrie to execute similar agreements and partnerships with social service organizations to increase and enhance the level of recreation services provided to low income families and youth, and persons with special needs within the community.

PURPOSE & BACKGROUND

4. Canadian Tire Jumpstart Charities was launched in 2005 and has since helped over 1 million kids between the ages of 4 and 18 avoid financial barriers and take a kick at playing a sport and getting active. Jumpstart strives to give families in financial need the same chance to participate as their neighbours, their classmates, and their friends. Jumpstart is a national charity with a commitment to local communities. All money raised stays where it is donated and Canadian Tire Corporation funds all general administrative expenses of Jumpstart, which means 100% of customer donations go directly to help kids in need.
5. More specifically, Jumpstart has helped 2,095 kids in 2016 in the Barrie Simcoe County Chapter. However, it is estimated that there are 29,000 youth living in households within less than \$30,000 income.
6. Through discussions between Jumpstart and the City, both parties believe there is an opportunity to increase the number of kids with financial barriers to participate in active sports and activities of their choice.

ANALYSIS

7. Within the RecACCESS subsidy program, the City is currently identifying families in financial need in the community and completing the necessary application process to verify eligible members and total family income. The City currently awards approved subsidy amounts and designates which programs are eligible for RecACCESS subsidies.
8. Jumpstart has developed several successful fundraising partners including Sport Chek and Mark's Work Warehouse and has raised more than \$20 million since its inception.
9. Together we believe we can leverage our application process, systems, and resources in place through our RecACCESS program, with Jumpstart's funding programs to increase the number of opportunities for kids in our community.
10. Other municipalities that are currently community partners with Jumpstart include Oshawa, Ajax, Whitby, Uxbridge, Toronto, Pickering, Waterloo, Kitchener, Winnipeg, Edmonton, Durham region, Cambridge, Kitchener, Waterloo, Parry Sound, Milton, Orangeville, and many others.

ENVIRONMENTAL MATTERS

11. There are no environmental matters related to the recommendation.

ALTERNATIVES

12. The following alternatives are available for consideration by General Committee:

Alternative #1

General Committee could choose not to become a community partner with Canadian Tire Jumpstart Charities

This alternative is not recommended as there is no identified negative impact on the City to enter into a partnership with Jumpstart and alternatively there is believe to be a positive opportunity.

FINANCIAL

13. There are no direct financial implications as a result of the proposed recommendation.

LINKAGE TO 2014-2018 STRATEGIC PLAN

14. The recommendation(s) included in this Staff Report support the following goals identified in the 2014-2018 Strategic Plan

- Inclusive Community

Appendix "A"

**Canadian Tire Jumpstart Charities
Community Partner
Terms and Conditions**

Canadian Tire Jumpstart Charities Vision and Core Purpose

The vision of Canadian Tire Jumpstart Charities ("Jumpstart" or the "Charity") is: Canada, where all kids have a chance to fulfill their dreams. Jumpstart's core purpose is to enrich the lives of kids in financial need through sports and physical activity.

About Jumpstart

Jumpstart is a registered charity that helps kids from financially disadvantaged families participate in organized sports and physical activity. National in scope, but local in its focus, Jumpstart delivers support to children and youth through a Canada-wide network of Chapters and Community Partners. Jumpstart was formed in 2005 and continues to address the ongoing need in our communities to make physical activity more accessible in the lives of Canadian children from financially disadvantaged families. We understand the important life benefits that participation in sports and physical activity can have on the life of a child. Research has proven that participation in sports and physical activity increases a child's chance of overall success through:

- A healthier lifestyle;
- Developing life skills, such as increased self-esteem, confidence, teamwork and leadership; and
- Improved school performance and future educational expectations.

Jumpstart supports programs which are delivered through Community Partners who have the ability and authority to identify a child in need and to apply to the Charity for funding on behalf of that child.

How to use these Terms and Conditions

These Terms and Conditions outline the standards and expectations of Jumpstart for all of its Community Partners. These Terms and Conditions, including the information set out in the attached Appendix A are intended to govern the activities of Jumpstart's network of Community Partners across Canada in support of Jumpstart's mandate. These Terms and Conditions are intended to apply broadly across all levels of partners when performing activities pursuant to your partnership with Jumpstart. Jumpstart engages with a number of different partners in the community that vary significantly in the services they offer and in the complexity and size of the organization. Accordingly, due diligence and record keeping requirements differ for each partner depending on the nature of the partnership of each Jumpstart partner. For further information about how these Terms and Conditions will apply to your organization in your day to day operations, refer to Appendix A - Frequently Asked Questions or contact Jumpstart by email at jumpstart@cantire.com.

A. Jumpstart Commitment

Jumpstart agrees as follows:

1. To provide resources and support as applicable to each Community Partner;
2. To adhere to the Privacy Policy as outlined on www.canadiantire.com/jumpstart;
3. To ensure that all funds raised through local fundraising initiatives remain in the community in which they are raised; and
4. To provide appropriate resource materials, that will enable Community Partners to promote Jumpstart.

All disbursement funding is at the discretion of Jumpstart and funding allocations may be subject to change.

B. Community Partners

A Community Partner is an organization or individual approved by Jumpstart to apply for financial support on behalf of a child. To support this application process for funds the Community Partner must:

- Assess the financial need of the child through a means test (i.e. endorsement from an acceptable community leader);
- Comply with all terms and conditions herein; and
- Provide the first level of approval of requests for financial support on behalf of a child in accordance with the terms and conditions outlined below.

Organizations or individuals are invited to apply to be approved as a Community Partner. However, Jumpstart reserves the right to approve or decline Community Partner applications, in its sole discretion.

An organization or individual that is approved to become a Community Partner shall be accountable for facilitating requests for funding and/or running programming as required and it shall be subject to periodic operational reviews to ensure compliance with all the terms and conditions stated herein and in order to assess the ongoing suitability of the partnership with Jumpstart.

C. Community Partners Commitment

Each Community Partner agrees as follows to fulfill the commitments with respect to funding:

i. General

1. That the individual agreeing to these Terms and Conditions has the appropriate authority to sign a legally binding agreement on behalf of their organization;
2. All applications submitted to the Charity exclude any judgment beyond meeting the criteria for funding set forth by the Charity. See Appendix A;
3. All information submitted to the Charity is accurate and valid and available for audit should the Charity so request;
4. To use best efforts to remove barriers to participation in sports and physical activity for more highly disadvantaged groups such as Aboriginal peoples, newcomers, children and youth from priority neighbourhoods* and remote communities;
5. To foster a culture and environment that is free from discrimination and harassment at all levels of sport and physical activity, such as administration and coaching, delivered through affiliated organizations, so that the children under their care have the opportunity to develop the self-confidence to become successful teammates and leaders, and learn the skills necessary to be successful in life;
6. To ensure that where Community Development Programs are being run;
 - a. All required insurance (at law or as required by Jumpstart pursuant to the contract terms) is maintained and up to date and you are able to provide evidence of such coverage upon request by Jumpstart; and
 - b. The facilities where Jumpstart funded programs take place are safe and appropriate for use.
7. To release, hold harmless and waive all claims against and covenant not to sue Jumpstart, Canadian Tire Corporation, Limited, their affiliates and subsidiaries, and each of their respective directors, officers, shareholders, employees, dealers, agents, franchisees, representatives, successors and assigns in connection with any claims, suits, costs (including legal fees), demands, damages, actions, or causes of action whatsoever including without limitation, any liability for bodily injury, death or damage to or loss of property, or infringement of any third party intellectual property rights, which may arise directly or indirectly from or in connection with the partnership with Jumpstart, including the collection, use and retention of personal information.

*A Priority Neighbourhood is a region identified by a City or Municipality as being in need of key social services and community support based on socio-demographic, socio-economic, population and housing characteristics.

ii. Funding and Financial:

Each Community Partner agrees as follows to fulfill the commitments with respect to funding:

1. To ensure that all funds received from Jumpstart on behalf of a child are directly paid out in order to allow a child to participate in a registered organized sporting activity or physical activity and further ensure that no funding received from Jumpstart is allocated to the overhead or administrative costs of the partner;
2. Not to reallocate funds through their own charities or make reference to the funds used as being supplied by the Community Partner;
3. In circumstances where fees are waived or refunds are granted, to return such fees to Jumpstart;
4. To ensure that funds received for a child from Jumpstart go towards the cost or fees associated with the child's participation in an organized program including equipment fees, program or transportation costs. Capital costs are not eligible for funding and organizations cannot collect or charge any monies in addition to a set registration fee or approved expenses.
5. All funds directed to the Community Partner must be reported as funding for a child as it relates to registered organized sporting activity or physical activity;
6. For administrative convenience, where a Community Partner applies for funding on behalf of a child, the Community Partner authorizes and directs that such funding shall be paid on their behalf by Jumpstart to the local club;
 - i. All applications for funding must meet an established eligibility criteria (an example is referencing the Federal Low Income Cut-off (LICO) Guidelines to determine financial eligibility for Jumpstart funding or an endorsement from an acceptable community leader who validates the financial need) ;
7. At no time shall funding from Jumpstart be reported as sponsorship or donation to a specific Community Partner;
8. To ensure the amount of funding that Jumpstart provides for each submission is allocated in accordance with the budget restrictions imposed at the Chapter level; and
9. To inform the families and/or guardians of children supported, that the funds have been made available by Jumpstart.

iii. Child Information:

Each Community Partner agrees as follows to fulfill the commitments with respect to child information

1. No child shall receive support through the Community Partner if related to the staff of the Community Partner without the advance written authorization by Jumpstart;
2. A financial needs assessment must be administered by the Community Partner to ensure that each child receiving funding sufficiently meets the definition of financially disadvantaged as determined by LICO. In the absence of a financial needs assessment, an appropriate evaluation of minimal requirements, indication or evidence that the child is in need, must be undertaken (i.e., an endorsement from an acceptable community leader who validates the financial need);
3. Ensure that all staff, volunteers or designates appointed by your organization (the authorized Community Partner) to administer the program adhere to a strict confidentiality policy and have a clear understanding of the sensitivity of and appropriate handling and safeguarding practices for the information they are gathering and submitting to the Charity for funding on behalf of each child;
4. Authorized Community Partners agree to provide during the application process, as a condition of funding, the following minimum information concerning a child:
 - a. First name
 - b. Last name;
 - c. Birth date (between the age of 4 and 18);
 - d. Gender;

- e. Postal code; and
- f. Whether Jumpstart has been granted permission to contact the family.
5. To appoint a qualified and appropriate representative who will be responsible for handling and submitting child data;
6. Engage with Jumpstart regarding future child strategies through the use of statistics and child data; and.
7. Applications submitted on behalf of children and the information provided therein must only be used for purposes related to Jumpstart and funded programming. All personal information must be securely safeguarded at all times and maintained in strict confidence according to the Personal Information Protection and Electronic Documents Act or other applicable federal or provincial privacy legislation and the terms and conditions set out herein. Such information cannot be disclosed except as required by law or otherwise pursuant to Jumpstart's Privacy Policy as outlined on jumpstart.canadiantire.ca.

iv . Product Equipment and Use:

Each Community Partner agrees as follows to fulfill the commitments with respect to product equipment and use:

1. With regard to product or equipment provided by Jumpstart and/or Canadian Tire Corporation, Limited, and/or any of their subsidiaries or affiliates, the Community Partner agrees to release, hold harmless and waive all claims against and covenant not to sue Jumpstart, Canadian Tire Corporation, Limited their affiliates or subsidiaries, and each of their respective directors, officers, shareholders, employees, dealers, agents, franchisees, representatives, successors and assigns in connection with any claims, suits, costs (including legal fees), demands, damages, actions, or causes of action whatsoever including without limitation, any liability for bodily injury, death or damage to or loss of property, which may arise directly or indirectly from or in connection with any misuse or inadequate storage of the product or equipment.

v. Record Keeping and Review:

Jumpstart engages with a number of different partners in the community that vary significantly in the services they offer and in the complexity and size of the organization. Accordingly, due diligence and record keeping requirements differ for each partner depending on the nature of the partnership and the activities being conducted pursuant to the Jumpstart partnership. Each Community Partner agrees as follows to fulfill the commitments (as applicable to its program requirements) with respect to record keeping and review. For further information about how this section will apply to your organization, refer to Appendix A – Frequently Asked Questions or contact Jumpstart by email through your Regional Manager:

1. To adhere to all Canada Revenue Agency rules and regulations regarding the use of and disbursement of funds as required and directed by the Charity;
2. Jumpstart will have the right to request information pertaining to the use of funds received by your organization from Jumpstart;
3. Jumpstart reserves the right to review a Community Partner's use of funds, including but not limited to, the following areas:
 - i. Jumpstart requires that all electronic applications for funding are supported with a reviewable process that demonstrates the parent or guardian as authorized requestors of the funding;
 - ii. Program financials where Jumpstart's funds have been allocated to a program where funds have been disbursed by the Chapter on behalf of Jumpstart;
 - iii. Each form must show proof and/or method of financial assessment for qualified funding recipients;
 - iv. Records of registration;
 - v. Insurance certificates (facility and liability);
 - vi. Contact information of parent(s) or guardian(s) of the child or children requesting and receiving funds by way of submitted request through your organization;
 - vii. Proof of application signature of the parent(s) or guardian(s);
 - viii. Proof of program start and end date; and

- ix. Records of attendance.
4. All Community Partners are required to keep on hand and make available to the Charity the following information with respect to Community Development Programs:
 - i. Appropriate criminal record checks; and
 - ii. Signed waivers of participants, including a clause to share photos and stories with a third party for inclusion in promotional and awareness materials relating to the Jumpstart program.
5. All organizations agree to maintain for a period of three years and make available when requested all relevant documentation relating to the disbursement of funds on behalf of Jumpstart, including, but not limited to, the child submission request for funding and/or relevant parental or guardian information as the authorized requestor of funds and program financials where the Jumpstart's funds have been allocated to a program where funds have been disbursed by the Chapter on behalf of Jumpstart;
6. Failure to meet any of the requirements outlined above or following internal auditing thresholds and investigations by Jumpstart, Community Partners may be required to undergo a third party review by an organization authorized by the Charity. As part of this review process, Community Partners must provide additional information if requested, including, but not limited to:
 - i. Banking information (contacts and branch address) to verify the existence of an organization
 - ii. Information of incorporation or board by-laws;
 - iii. Tax returns;
 - iv. Financial records (i.e., financial statements, reviewed program financial statements, annual reports, bank statements, etc.);
 - v. Names and proof of certification and/or qualifications of program staff;
 - vi. Record of business registration in Canada;
 - vii. Verification of information submitted by agents and/or representatives of the organization (Board of Directors, Canada Revenue Agency);
 - viii. Access to physical facilities where Jumpstart funded programs will take place; and
 - ix. Proof of consent, to enable Jumpstart to contact the families of children who have received funding.
7. Failure to submit or comply with the review in whole or in part will result in instant suspension from the Jumpstart online application system. A Community Partner can request timeline extensions for the review by submitting, in writing, a request to their Regional Manager. There will be only one opportunity to extend. The extension period will be 30 days following the approved request. Reinstatement will only be possible with a written application to the organization's Regional Manager and only once the formal review has been conducted. Where program funding has been established and/or ongoing, no further funding will be approved to the Community Partner until Jumpstart is satisfied that that review is successfully completed.

vi. *Communication:*

By acceptance of the Terms and Conditions, including the information set out in the attached Appendix A, Community Partners agree to receive operational communications from Jumpstart with regard to funding, the online submission system and program applicants.

Upon approval, Community Partners will be asked if they wish to receive communication regarding fundraising and engagement activities. Community Partners can opt out of receiving such communications which include newsletters, announcements, electronic mail messages or other correspondence by contacting Jumpstart at 2180 Yonge Street, Toronto, ON M4P 2V8 or by email at jumpstart@cantire.com

D. Accessible Service in Ontario

The *Accessibility for Ontarians with Disabilities Act* (AODA) was adopted in 2005 with a goal of making Ontario completely accessible for individuals with disabilities by 2025. The legislation mandates the creation of standards in five general areas including: (i) Service; (ii) Transportation; (iii) Information and Communications; (iv) Employment; and (v) Built Environment. Each standard will be phased in between 2012 and 2025.

The Service Standard was the first to be implemented and came into force on January 1, 2012. Pursuant to this new legislation, it is expected that all Ontario based employees, volunteers and other third parties who interact with the public in association with Jumpstart will familiarize themselves with the Accessible Service training materials and the Canadian Tire Jumpstart Accessible Service Policy and commit to the principles articulated herein and the extension of these principles to any organization to which Jumpstart provides funding.

If you have questions about these Terms and Conditions, including Accessibility Policy or about delivering accessible service to Jumpstart participants who may require it, please contact us by email at jumpstart@cantire.com or by calling 1-877-616-6600.

Appendix A: FREQUENTLY ASKED QUESTIONS

1. What is Jumpstart's Funding Criteria?

Jumpstart assists financially disadvantaged families [where such determination is based on meeting an established eligibility criteria--the Federal Low Income Cut-off (LICO) Guidelines is one such example] in getting their children aged 4-18 involved in sports and physical activity.

2. How long does a Program have to be to qualify?

The program must be a minimum of 5 hours in duration and 5 sessions, as illustrated in the following examples: a program which runs for a minimum of 5 weeks in duration for a period of at least 1 hour each week, or a program that runs for a minimum of 1 hour a day for 5 consecutive days.

3. How much does the program cover?

Each eligible child is able to receive funding of up to \$600 per year for sports and physical activities. Only one sport or activity is covered per submission up to a maximum of \$300. The maximum amount of funding may differ from Chapter to Chapter due to the varying budgets and demand.

4. What types of activities do we fund?

Activities must focus on sports and physical activity (i.e., the preference is for sports with seasons, lessons, etc., over longer periods of time). Due to program guidelines, we are unable to provide funding to entire organizations or groups; all funding must be connected to a child.

5. What types of programs do we fund?

Jumpstart provides funds in three different ways: (i) through individual child disbursements; (ii) to Community Development Programs which engage multiple children/youth in a community program; and (iii) by providing equipment through Kids Activity Kits. Jumpstart helps to cover registration fees, equipment and transportation costs. The preference is to pay for registration fees, with consideration to fund equipment, and/or transportation costs on a case by case basis.

6. Can a child receive funding for more than one sport?

Yes, each child is eligible to receive funding for more than one sport each year, but only one sport or activity is covered per submission.

7. Can more than one child in the same family receive funding?

Yes, funding can be requested for more than one child in a family in a submission session.

8. Are families able to request funding two seasons in a row?

Yes, families can request funding for successive submission sessions for the same sport or for a different sport.

9. What reviews does Jumpstart conduct with respect to potential and existing partners?

Jumpstart engages in a full due diligence review of each potential partner, including: (i) a review of its products or services and their consistency with the mandate of Jumpstart; and (ii) a review and assessment of the relative strength and inspirational value of the trademarks or logos of the partner. Jumpstart engages in ongoing reviews of existing partnerships, including a close monitoring of the partnership arrangements and related activities in order to assess the ongoing suitability of the partnership.

Jumpstart reserves the right in its sole discretion to terminate a partnership on short notice and without cause in response to any reputational concerns or changes in personnel at the partner.