

Staff Report to Council

Title: Canadian Tire Jumpstart Agreement

Report Number: Parks & Facilities-2025-46

Director: Community Services

Manager: Parks & Facilities

Meeting Date:
Wednesday, August 27, 2025

Date to be considered by Council:
Wednesday, August 27, 2025

Recommendation:

THAT Council approve the Canadian Tire Jumpstart Accessible and Inclusive Infrastructure Grant Agreement for the purposes of purchasing playground equipment to replacing aging equipment; and

THAT Council amend the 2025 capital budget to increase the project cost from \$400,000 to \$750,000, with the additional \$350,000 funded through the Jumpstart Accessible and Inclusive Infrastructure Grant; and further

THAT Council direct staff to initiate the engagement on selection and the procurement processes for the park once the funds are received by the municipality from Jumpstart.

Executive Summary:

Staff have been working with representatives from Canadian Tire Jumpstart in developing an Agreement to enhance budget approved funds in purchasing playground equipment at Macpherson Park with a \$350,000 contribution from Canadian Tire Jumpstart.

Strategic Priorities:

C.8-Create vibrant parks, green space, recreation facilities and programs for residents or visitors of all ages and abilities

Financial Considerations:

\$350,000 Canadian Tire JumpStart Funding
\$200,000 Community Benefits Reserve Fund 75
\$200,000 Lifecycle Reserve Fund 82
\$750,000 Total amended project cost

Policy:

Procurement Policy FIN.08

Context and Background Information:

Staff were requested to investigate a potential partnership with Canadian Tire Jumpstart to assist with funding for new playground equipment to replace aging equipment at MacPherson Park.

Staff have negotiated an agreement that recognizes a contribution of \$350,000 that will enhance proposed new playground equipment currently located at MacPherson Park.

- The agreement articulates a term of one year to complete the full project and provides added time for contingencies if required.
- Recognizes a contribution of \$350,000 from Canadian Tire Jumpstart
- Provides a signage example acknowledging partnership.
- Recognizes that the municipality will provide maintenance for 15 years, which is the typical life expectancy for playground equipment.

Consultation Overview:

Municipal legal counsel representative has provided oversight to the Agreement and conveyed to Jumpstart representatives.

The 2023 Waterfront Master Plan identified that the Beach at Macpherson and Dunsmoor Park were underutilized, that the playgrounds were showing signs of wear and are a growing safety concern. It recognized that the Dunsmoor Park washrooms are far from beach goers and difficult for accessibility-users to access. It went on to state that Dunsmoor Park features an eclectic collection of aging shelters.





Origin:

A request from council to seek a partnership for funding was discussed in 2024 during budget deliberations for consideration.

Implementation Considerations:

Staff will embark on community consultation as it pertains to the design of the playground.

Council may wish to direct staff to review the area north of the Dunsmoor washrooms for the future site of the playground equipment to align with the accessible washroom facility as well as parking allocations.

MacPherson Park may be a better location for a performing staging area.

Risk Analysis:

Concern with existing location of playground equipment at MacPherson Park due to the topography as well as proximity of washroom facilities and parking

Attachments: Canadian Tire Jumpstart Charities Accessible and Inclusive Infrastructure Grant Agreement

Prepared by: Jayne K. Jagelewski, Director of Community Services

Submitted by: Jayne K. Jagelewski, Director of Community Services

Report Approval Details

Document Title:	Canadian Tire Jumpstart Agreement - Parks Facilities-2025-46.docx
Attachments:	- Inclusive Sport Court Grant Agreement - Kincardine.docx
Final Approval Date:	Sep 4, 2025

This report and all of its attachments were approved and signed as outlined below:

Roxana Baumann

Jillene Bellchamber-Glazier

CANADIAN TIRE JUMPSTART CHARITIES

ACCESSIBLE AND INCLUSIVE INFRASTRUCTURE GRANT AGREEMENT

THIS AGREEMENT made this day of , 2025.

BETWEEN:

CANADIAN TIRE JUMPSTART CHARITIES

(“Jumpstart”)

AND:

▼ Municipality of Kincardine

(“Recipient”)

WHEREAS:

A. Jumpstart is a registered charity dedicated to helping children overcome financial and accessibility barriers to sport and recreation in order to provide inclusive play for kids of all abilities;

B. As champions of inclusive play, Jumpstart has committed to supporting the capital costs of infrastructure related to improving the accessibility and inclusivity in recreational facilities for kids in need, in communities across Canada.

C. The Recipient is a Municipality and wishes to build an accessible playground(the “**Playground**”) at MacPherson Park; and

D. Jumpstart wishes to provide a grant to the Recipient to assist with the construction of the accessible playground at the Location (the “**Project**”) to be carried out by the Recipient.

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. TERM OF THE AGREEMENT

1.1 This Agreement will commence on October 1, 2025 and will, subject to section 9 hereof, terminate on October 1, 2026(the “**Term**”).

1.2 Any request for an extension to the Term by the Recipient must be in writing. Jumpstart may, in its exclusive discretion, grant a request for an extension and any such extension granted by Jumpstart will be provided in writing to the Recipient. No such request for an

extension will be considered by Jumpstart if it is received within 30 days of a milestone date described in Schedule B hereof.

2. PROJECT

- 2.1 The Recipient will undertake the Project described on Schedule A hereto in accordance with the terms of this Agreement.
- 2.2 The Recipient will not make any material changes to the Project without the prior written consent of Jumpstart.

3. GRANT

- 3.1 Jumpstart will provide a grant to the Recipient in the amount of \$350,000 (the “**Grant**”), such Grant to be payable in the amounts and at the times described in Schedule B hereto.
- 3.2 The Recipient will use the Grant exclusively for the purpose of carrying out the Project in accordance with this Agreement.
- 3.3 If the Project is cancelled subsequent to the commencement of this Agreement, the Recipient will immediately thereafter return the Grant to Jumpstart, or, in the event a portion of the Grant has been expended, the amount then remaining, along with an accounting of all expenditures.

4. GIFTS-IN-KIND

- 4.1 Jumpstart will provide the recipient with marketing, social media and other promotional support for an event celebrating the official opening of the Playground, anticipated to occur in Spring 2026.

5. MAINTENANCE

- 5.1 The Recipient agrees to maintain the Playground in good condition for a minimum period of 15 years (the “Usable Lifetime”).
- 5.2 The Recipient represents and warrants that it has adequate funding in place, through a general maintenance and repair fund or otherwise, to ensure that ongoing Playground and Location maintenance, upkeep and repair work is completed in a timely fashion and in compliance with all applicable standards.

6. REPORTING

- 6.1 The Recipient will report to Jumpstart regarding the Project as described in Schedule B.

7. RECOGNITION

- 7.1 The Recipient will acknowledge Jumpstart's financial contribution to the Project by installing a plaque or signage on or near the Playground. As a significant supporter to the Project, Jumpstart will receive prominent recognition on the permanent donor recognition signage. Jumpstart's name and logo will also be included on all of the Recipient's Project-related materials such as websites, brochures, posters and news releases.
- 7.2 The Recipient must use the following language to acknowledge Jumpstart's contribution: "The Municipality of Kincardine acknowledges the support of the Canadian Tire Jumpstart Charities", or, "This Project is made possible with funding from the Canadian Tire Jumpstart Charities" or such other acknowledgement as directed by Jumpstart in writing. Please refer to Jumpstart's Recognition Guidelines and Logo Standards Guide for further information, included as Schedule D.
- 7.3 The details of recognition, including but not limited to the language used, placement, and design of plaques or signage, will be negotiated, reviewed, approved, and agreed upon by both parties prior to Jumpstart releasing the funds. Jumpstart may include basic information about the Grant (such as the name of the Recipient, the Grant amount and a brief description of its purpose) in its required regulatory filings, its social media, website and other public communications.

8. AMENDMENT AND INTERPRETATION

- 8.1 No amendment of this Agreement or any waiver of its terms will be valid unless it is in writing and signed by the parties hereto.
- 8.2 In the event of a conflict or inconsistency in any provision, in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

9. EARLY TERMINATION

- 9.1 Until such time as the Grant has been disbursed to the Recipient, Jumpstart may terminate this Agreement on thirty (30) days' notice in writing delivered to the Recipient.
- 9.2 In the event of a termination described in paragraphs 9.1, Jumpstart will pay only such portion of the Grant not then advanced pursuant to Schedule B for Project costs incurred in accordance with Schedule A up to the date of termination, which costs will not exceed the amount of the Grant.
- 9.3 The Recipient acknowledges that the deliverables and obligations set out in Schedules A and B hereof are strict conditions for payment and Jumpstart will not advance payment unless such conditions are met.

10. ASSIGNMENT OF GRANT

- 10.1 The Recipient will not assign this Agreement or the Grant or any part thereof without the prior written consent of Jumpstart.

11. RECIPIENT'S REPRESENTATIONS AND WARRANTIES

- 11.1 The Recipient represents and warrants that:

- (a) it is a qualified donee in accordance with the Canadian Revenue Agency's definition or a registered non-profit, duly incorporated under applicable legislation and is in good standing under the laws of each jurisdiction in which it is required to be registered and will maintain its corporate existence in good standing during the term of this Agreement;
- (b) it has the power and authority to enter into this Agreement;
- (c) it has the power, authority and capacity to carry out the Project; and
- (d) it will perform its obligations under this Agreement and carry out the Project in compliance with all applicable federal, provincial, or municipal laws.

12. FURTHER ASSURANCES

- 12.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

13. INSPECTION OF RECORDS

- 13.1 The Recipient agrees to maintain complete progress, personnel and financial records related to the Project and this Agreement for a period of two (2) years after the termination of this Agreement.
- 13.2 The Recipient agrees to permit Jumpstart, its agents and/or its auditors to inspect, and obtain copies on request, at all reasonable times, including subsequent to the termination of this Agreement, of all such records. For greater clarity, Jumpstart shall be entitled to such access during the term of this Agreement and for a period of up to two (2) years after the termination of the Useable Lifetime of the Playground.

14. DEFAULT AND REMEDIES

- 14.1 During the Term, the occurrence of one or more of the following events is deemed an "Event of Default" by the Recipient:
- (a) any breach by the Recipient of any of the Recipient's representations, warranties, covenants or obligations under the Agreement;

- (b) an act of bankruptcy by the Recipient or if the Recipient becomes the subject of any bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada) or otherwise or becomes insolvent, or if any substantial part of the Recipient's property becomes subject to any levy/seizure, assignment, application for sale for or by any creditor or governmental authority or if a receiver, receiver-manager or similar official is appointed, either privately or judicially, over the Recipient or a substantial portion of its property, or if the Recipient ceases or advises that it intends to cease to carry on its charitable activities;
- (c) the Recipient ceases to be a qualified donee as defined in the *Income Tax Act* (Canada); or
- (d) the Recipient, in the opinion of Jumpstart acting reasonably, is unable to complete the Project.

14.2 Upon the occurrence of an Event of Default, Jumpstart will have the right, in its sole discretion, to do any, or any combination, of the following:

- (a) provide the Recipient with an opportunity to cure the Event of Default within a time period set by Jumpstart in its sole discretion;
- (b) withhold or cancel payment of any outstanding instalment of the Grant;
- (c) terminate the Agreement; or
- (d) demand that the Recipient repay Jumpstart all or part of the Grant paid to the Recipient and the Recipient will be required to make such repayment within five (5) days of the date of such demand.

The foregoing rights or remedies are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right or remedy which Jumpstart is entitled to seek in the Agreement, tort, law, equity or otherwise.

15. WAIVER

15.1 No failure or delay on the part of Jumpstart in exercising any power or right under this Agreement will operate as a waiver of such power or right. No single or partial exercise of any right or power by Jumpstart under this Agreement will preclude any further or other exercise of such right or power. No modification or waiver of any provision of this Agreement and no consent to any departure by the Recipient from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent by Jumpstart will be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Recipient in any circumstance will entitle the Recipient to any other or further notice or demand in similar or other circumstances.

16. LIMITATION OF LIABILITY

- 16.1 Jumpstart will not be liable to the Recipient for any losses or liabilities sustained or incurred by the Recipient, except for such losses and liabilities as may directly result from the breach by Jumpstart of any provisions of this Agreement and, in any event, any liability of Jumpstart to the Recipient (whether in tort, contract, law, equity or otherwise) will be limited to an amount equal to the Grant. Under no circumstances will Jumpstart be liable to the Recipient for any punitive, exemplary, aggravated, special, indirect, incidental or consequential damages.

17. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 17.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or form, will not be considered to be a breach of any term of the Agreement.

18. NOTICES

- 18.1 The preferred method of communication is electronic mail.
- 18.2 Any notice or communication required to be given under the Agreement will be in writing and will be served personally, by electronic mail or otherwise, delivered by courier or sent by registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party will later designate to the other in writing. All notices will be addressed as follows:

To Jumpstart

2180 Yonge Street
Toronto, Ontario
M4P 2V8

Attention: Marco Di Buono, President

Tel: 416-480-3266

E-mail: Marco.DiBuono@cantire.com

To the Recipient

1475 Concession 5 R.R. #5

Kincardine, ON N2Z 2X6

Attention: ▼

Tel: 519-396-3468

E-mail: recreation@kincardine.ca

- 18.3 All notices will be effective:

(a) at the time an e-mail is received on the server of the receiving party;

- (b) at the time the delivery is made when the notice is delivered personally or by courier; and
- (c) seventy-two (72) hours after deposit in the mail when the notice is sent by registered or postage prepaid mail.

19. DISPUTE RESOLUTION

- 19.1 Any dispute under this Agreement which cannot be resolved by the parties within thirty (30) days of one party giving written notice to the other of a dispute will be mediated.
- 19.2 Jumpstart and the Recipient will agree on the choice of mediator and will share the cost equally. If Jumpstart and the Recipient cannot agree on the choice of mediator within thirty (30) days of one party giving written notice to the other of a dispute, then the President of the ADR Institute of Canada will be requested to appoint a mediator.
- 19.3 The National Mediation Rules and Code of Conduct for Mediators will apply to the mediation.

20. CONFIDENTIAL INFORMATION

- 20.1 “**Confidential Information**” means all information disclosed (in any form and whether directly or indirectly) by one party to the other, whether before or after the date of this Agreement, including without limitation, this Agreement and all its terms.
- 20.2 The parties shall keep confidential the Confidential Information. The Recipient may not use such information for purposes other than the performance of its obligations under this Agreement, and unless expressly authorized herein or in writing, the Recipient shall not use or disclose the Confidential Information of the other party to any person or entity except to its own employees, agents, or representatives. However, the Recipient shall have no obligation to maintain confidential information that: (i) is or becomes publicly known or readily ascertainable by the public, and through no wrongful act of the Recipient, (ii) is received by the Recipient from a third party without breaching an obligation owed to any other person, if the Recipient is not restricted by the third party from disclosing such information, (iii) is independently developed by the Recipient, or (iv) is required to be disclosed by law. At the termination or expiration of the Agreement, or pursuant to a request by the disclosing party, the Recipient shall return to the disclosing party, or certify the destruction of, all Confidential Information in the control of the Recipient within (7) days. Where the Recipient must maintain such Confidential Information of the other party pursuant to applicable law or a due diligence process, the obligation of confidentiality shall continue in perpetuity past the termination or expiration of the Agreement.
- 20.3 Notwithstanding the foregoing, the parties acknowledge that the Recipient is a municipality subject to the laws of the Province of Ontario. Consequently, the Recipient may be required to disclose records relating to this Agreement in accordance with the Municipal Freedom of Information and Protection of Privacy Act or other related legislation. If the

Recipient receives a request for such disclosure, it will immediately notify Jumpstart and will withhold disclosure for a period of time sufficient to give Jumpstart an opportunity to take appropriate action to protect its interests.

21. INSURANCE

21.1 Each party shall, at all times during the term of this Agreement, maintain and pay for the following insurance:

- (i) Commercial General Liability Insurance with limits for bodily injury and property damage caused by insured's negligence, including coverage for contractual liability, product liability, completed operations and personal injury combined, of not less than five million dollars (\$5,000,000) per occurrence, and five million dollars (\$5,000,000) general aggregate and the other party shall be added as an additional insured;
- (ii) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) with combined Single Limit bodily injury and property damage per occurrence to cover all hired and non-owned automobiles arising out of the use thereof by or on behalf of the insured and its personnel in connection with the Playground and/or the Location; and
- (iii) Statutory Workers Compensation Insurance as required by applicable federal, provincial and municipal laws and regulations.

All policies shall be primary in nature and shall not call into contribution any other insurance available to the other party. Each party hereby agrees that the other shall be designated as an additional insured on the Commercial General Liability Insurance policy of the other. Each party further warrants that the above noted insurance policies shall remain in effect for the duration of the term of this Agreement and for a period of at least two (2) years thereafter. The other party shall be notified in writing at least thirty (30) days prior to the date of cancellation or lapse of such coverage or in the event of any material change to any of the insurance policies. Each party shall provide evidence of the above noted insurance coverage upon request.

22. LICENSE AND USE OF LOGOS

22.1 The parties grant to each other, for the term of this Agreement, a non-transferable, non-exclusive, royalty free license to use, reproduce, and publicly display the logo, trademark and/or trade name of the other party solely for the purpose of promoting, carrying out, or advertising the existence of the Project or Jumpstart's relationship with the Recipient pursuant to this Agreement. Neither party shall obtain any right, title or interest in or to the other party's logo, image, trademark and/or trade name except the right of use specified herein.

- 22.2 Each party will obtain prior written consent, before printing or broadcasting, for all marketing, media, promotional or any other materials that refer to the other party in any manner. Both parties shall provide the other with a minimum of three business days to consider any such material.

23. GENERAL

- 23.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of Ontario.
- 23.2 This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties pertaining to the matters contemplated hereby.
- 23.3 Nothing contained in this Agreement will be construed to place the parties in the relationship of agent and principal, master and servant, settlor and trustee, partners or joint venturers and neither party will have any right to obligate or bind the other party in any manner.
- 23.4 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.
- 23.5 Sections 5, 6, 7, 11, 13, 16, 20, 21 23 and all other representations, warranties or covenants which by their nature or context are intended to survive the termination or expiration of the Agreement will survive the termination, cancellation or expiration of the Agreement.
- 23.6 Time is of the essence hereof.
- 23.7 All monetary amounts referred to in this Agreement are in Canadian dollars.
- 23.8 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first written above.

CANADIAN TIRE JUMPSTART CHARITIES/OEUVRE BON DEPART DE CANADIAN TIRE

Per:

Name:

Title:



Per:

Name:

Title:

SCHEDULE “A”

Project Description

The Grant will be used for:

1. the purchase and installation of the accessible play equipment as further described in this Schedule, including play elements that allow mobility device users to engage in traditional playground experiences with friends and family, without the need to transfer from their accessibility device.
2. the purchase of materials and installation of a uniform rubber surface to the entire playground, offering all visitors a functional surface to access and navigate the play space.

The Recipient agrees that the purchase of accessible play equipment for the playground asset will prioritize accessibility and inclusion. The Recipient confirms that the asset will include at least one (1) piece of equipment to satisfy the specific types of accessible and inclusive play listed below.

- Physical Play
 - Vestibular (swinging, sliding, rocking, spinning)
 - Proprioceptive (climbing, balancing, hanging, walking/rolling/running)
- Sensory Play (sensory walls or tables) including features that satisfy experiential opportunities for
 - Tactile play
 - Visual play
 - Auditory play

This will ensure the asset satisfies Jumpstart’s accessible and inclusive play space requirements and be a staple in the community.

SCHEDULE “B”

Payment Schedule, Key Dates and Reporting Requirements

1. Payment Schedule:
 - a. A payment of \$350,000 will be paid in 2026.
2. Key Dates:
 - a. Recipient shall provide Jumpstart with a rendering of their Playground design and a timeline of key dates for the Project.
 - b. Recipient shall notify Jumpstart immediately should timing of key dates shift.
 - c. Recipient shall include Jumpstart in the date selection process for any grand opening events.
3. Reporting requirements:

Recipient shall provide Jumpstart with:

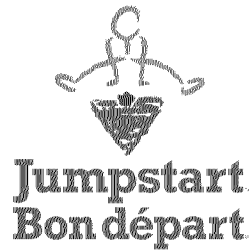
- a. Monthly project status updates via electronic mail or conference call starting September 1, 2025.
- b. Evidence of community consultations to demonstrate alignment between the identified needs of the community with the final project design
- c. An overview of the intended outputs and outcomes of the completed asset, which could include, but is not limited to:
 - i. Increase in access/participation among youth
 - ii. Impact on the community at large
 - iii. Impact on individual citizens
 - iv. Intended use of the space to support an increase in access to play for community members
 - v. A draft playground impact plan that outlines plans to collect and share both qualitative and quantitative information to demonstrate the value the playground to the community

SCHEDULE "C"

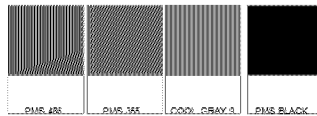
This section has been intentionally left blank.

SCHEDULE "D"

JUMPSTART LOGO AND BRAND GUIDELINES



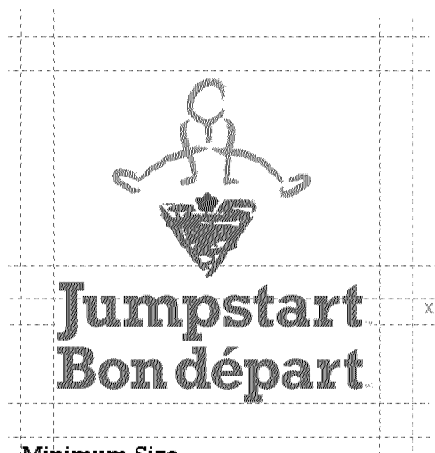
Colour Specifications



PANTONE (PMS®)	CMYK	RGB	HEX (ONLINE)	THREAD
PMS 485	100% 100%	115 17 35	#721C24	15-1241 TKN
PMS 111	100% 100% 0	12 145 57	#091177	15-1114 TKN

Clear Space

To ensure that the logo is always clearly reproduced, and never obscured or compromised by other elements of a layout, an area of clear space must surround the logo.



Clear Space for the logo is indicated by the grey shaded area surrounding it. This area ensures legibility and recognition of the logo. It should remain free of type, rules, photos, or any other elements of the layout.

The amount of clear space for the logo is defined by X. Regardless of the size of the logo, x is always equal to the height of the lowercase letters of the wordmark.

Minimum Size

To ensure legibility, the Jumpstart logo should be no smaller than 1/2" wide for corporate use. For community partner use and most other applications the logo should be no smaller than 1" wide.

The minimum size of the Jumpstart logo with the tagline is 2.5" wide.

