



## **PROkids Partnership Agreement**

| THIS AGREEMENT dated this day of, 20  |
|---|
| Between   |
| PROkids, City of Kingston, Community Services, Recreation and Leisure Services Department |
| (hereinafter referred to as "PROkids")  |
| And   |
|   |
| (hereinafter referred to as the "Program Partner")  |

Purpose: PROkids will link Kingston children and youth who lack sufficient financial resources with partnering community recreation activity providers offering sport, culture, arts and recreation programming.

PROkids and the Program Partner agree to the following:

- 1. The Program Partner shall determine the manner of providing services and shall provide such services in accordance with the highest professional standards. The Program Partner will ensure the physical setting and programming is kept safe for participants and the general public attending the class. The Program Partner will provide instruction and supervise the conduct of activities and decision-making at all times during the program.
- 2. The Program Partner shall be responsible for all expenses incurred by her/him related directly or indirectly to the programming offered through this agreement.
- 3. The Program Partner shall indemnify and hold harmless PROkids and the City of Kingston from any and all claims, demands, causes of action, loss, personal injury, costs or damages that program participants may suffer, incur or be liable for resulting from the negligence, performance or actions of the Program Partner, its employees, volunteers and agents.
- 4. The Program Partner is responsible for invoicing PROkids for payment. PROkids shall be responsible for payment (within 30 days) of all invoices to the Program Partner.
- 5. Personal information, including names of clients referred by PROkids must be kept confidential. Only administrative personnel managing payments and subsidy approvals within the Program Partner organization shall have access to PROkids client information.
- 6. PROkids and the Program Partner agree to maintain client and financial records related to this partnership for a period of 7 years, and the Program Partner further agrees that all such records and reports shall be and remain the property of PROkids.
- 7. Program Partners must have a policy/procedure in place requiring that all of their instructional staff, coaches and persons working with children and youth registered through PROkids have





current Canadian Police Information Centre (CPIC) criminal reference check on file with their organization and they are updated a minimum of every 3 years.

8. Either partner is to provide (60) days prior written notice of their intention to terminate this agreement. Notice shall be provided in writing at the addresses noted in the signature section of this Agreement.

| 9. PROkids and the                          | ne Program Partner agree to the                 | terms set out in Appendix A | ۸.                                  |  |
|---|---|-----------------------------|-------------------------------------|--|
|   | p shall be in effect from the<br>of December 20 | day of                      | , 20                                |  |
| I have read, under                          | stand and agree to abide by this                | partnership.                |                                     |  |
| Signature of Program Partner Representative |   | Signature of PRO            | Signature of PROkids Representative |  |
| Date of Signature                           |   | <br>Date of Signature       | Date of Signature                   |  |
|   |   | Lynda Breen                 | Supervisor                          |  |
| Name  | Title   | Name                        | Title                               |  |
|   |   | City of Kingston            |                                     |  |
| Business Mailing Address                    |   |                             | Business Mailing Address            |  |
|   |   | 382 Bagot St. Kin           | gston ON, K7K 5V1                   |  |
| Business Mailing Address                    |   |                             | Business Mailing Address            |  |
|   |   | 613-546-4291                | 613-549-7171                        |  |
| Address where programs are delivered        |   | Phone Number                | Fax Number                          |  |
|   |   | PROkids@cityofk             | ingston.ca                          |  |
| Phone Number                                | Fax Number                                      | Email Address               |                                     |  |
|   |   | www.PROkids.ca              |                                     |  |
| Email Address                               | Wehsite   | Wehsite                     |                                     |  |

Personal information is collected on this form pursuant to s. 11(1)(5) of the Municipal Act, 2001, S.O. 2001, c.25, and will be used for the purposes of managing and maintaining a PROkids Partnership database and for accurate payment direction.





## **Appendix A**

## **PROkids Reduced Rate**

PROkids relies on the support of donations, parent contributions and Program Partners. In order for us to help as many children and youth as possible, Program Partners are asked to assign to PROkids a pre-determined discounted rate OR a number of free registration spaces within their program(s). The reduced rate is in effect for the duration of this agreement. Please select at least one option:

| The Program Partner will donate (number) of free registration spaces to PROkids. If there is demand beyond the number of donated spaces, PROkids will pay for additional spaces. The free spaces are always used first.  Comments: |
|--|
|  |
| The Program Partner will provide a (percentage) discounted rate to PROkids.  Comments:   |
|  |
| Other consideration:   |
|  |
|  |
|  |
| We are unable to offer a reduced rate to PROkids. Please explain:  |
|  |
|  |
|  |

## **Collection of Parent Contribution**

Parents are asked to make a contribution to their child's recreation costs, and can choose to pay either PROkids or the Program Partner. Parents must pay the Program Partner if they wish to get a tax receipt for their contribution or if their contribution is in excess of \$300. Program Partners will not be able to recoup any defaulted client payments from the City of Kingston.