

PARTNERSHIP AGREEMENT

I. **Parties:**

This Partnership Agreement (the "Agreement"), established between the Stanley Park Community Association and the City of Kitchener to collaborate for the benefit of the Stanley Park community and its residents, is entered into on [Effective Date], hereinafter referred to as the "Effective Date," by and between:

The Corporation of the City of Kitchener (hereinafter referred to as the "City")

200 King Street West, Kitchener Ontario

Contact: Manager, Community Centres, Neighbourhood Programs and Services

Email: Teagan.McKenna@kitchener.ca

And

Stanley Park Community Association (hereinafter referred to as "SPCA")

505 Franklin Street North, Kitchener, Ontario

Contact: President, Stanley Park Community Association

Email: president@spcakitchener.ca

II. **Acknowledgement of Existing Agreements and Policies:**

A. **MUN-FAC-324 Affiliation – Neighbourhood Associations**

The SPCA will remain a recognized Neighbourhood Association under MUN-FAC-324, granting them all associated rights and privileges, provided they meet the policy's yearly eligibility requirements. During the duration of this Agreement, as outlined in Section 5 below, the SPCA's annual affiliation renewal will occur automatically. Upon annual review, if the SPCA does not meet all eligibility criteria outlined in policy MUN-FAC-324, City staff will inform the SPCA in writing, giving them a chance to fix the issue. If there's any conflict between MUN-FAC-324 and this Agreement, this policy's terms will take precedence.

B. **Existing agreements between the City, School Board and Diocese of Hamilton**

Both parties acknowledge and affirm that this Agreement is not intended to supersede or impact the existing Operations Agreement between the City and the Waterloo Region Catholic District School Board (the "School Board"), or the Common Facilities Agreement between the City, the School Board and the Roman Catholic Episcopal Corporation of the Diocese of Hamilton. Any terms and conditions outlined in these agreements shall remain in full force and effect, unaffected by the provisions of this Agreement with the SPCA.

The parties acknowledge that any future changes to the terms of the Operations Agreement between the City and the School Board may impact upon and necessitate changes to the terms

of this Agreement. If the Operations Agreement is re-opened and re-negotiated with the school board, this Agreement will also be considered in those negotiations.

III. Purpose:

The purpose of this partnership is to support the collaborative efforts between the City, which owns and operates the Stanley Park Community Center (the “Community Centre”), and the SPCA, who provides diverse programming in the Community Centre and the surrounding community. Together, we want to enrich the community's quality of life, engage residents, and offer a wide range of programs, events and services within an inclusive and vibrant environment, fostering a strong sense of community, empowerment, and well-being. The intent of this agreement is to complement and expand upon City of Kitchener policy MUN-FAC-324 and to offer detailed clarity in defining the roles, responsibilities and support mechanisms for both parties to enhance the overall effectiveness of the collaboration.

While the City will make every effort to reach decisions with the SPCA on mutual agreement, as outlined throughout this document, the City retains the right to make unilateral decisions where necessary to meet the City’s legislative obligations (e.g. in relation to obligations under MFIPPA, the Municipal Act, the Human Rights Code, etc.).

IV. Objectives:

To create a vibrant, inclusive, and community focused environment at the Community Centre, we jointly commit to servicing and connecting the neighborhood through the following objectives:

A. Community Engagement

We encourage community participation by providing volunteer opportunities, diverse, accessible programming, services, and events that meet residents' needs and interests.

B. Program Diversity

We provide a wide range of programs and activities, from educational workshops to cultural events, catering to residents of all ages and backgrounds.

C. Inclusiveness and Accessibility

We are dedicated to ensuring equal access for all residents, removing barriers, accommodating diverse needs, and promoting inclusivity regardless of age, gender, ability, or cultural background.

D. Capacity Building

Our partnership empowers neighbours to participate in community leadership and civic participation through planning, knowledge sharing, resource support, and expertise.

V. **Working together and Resolving Conflict Productively:**

Acknowledging the positive relationship between the SPCA and the City, both parties affirm their commitment to fostering a culture of belonging and support at the Community Center, and in the community, and agree to ensure City staff, Board Members, volunteers, instructors adhere to:

- I. **Behave and Treat Others Respectfully:** We agree to conduct ourselves in a manner that contributes to a respectful environment within the Community Center and within the community. This includes treating all individuals with dignity, courtesy, and consideration.
- II. **Following appropriate Behavioral Policies/Code of Conduct:** The City's staff and volunteers will comply with the City's MUN-FAC-324. The SPCA's Board, staff, volunteers and contractors will comply with the SPCA's Code of Conduct.
- III. **Resolving Conflict:** It is in the interest of the SPCA and the City to resolve conflict that may arise in a respectful and productive manner. When conflict arises, both parties should communicate with one another as soon as possible, and respectfully, openly and honestly. In the event a conflict cannot be resolved through open communications between the parties, the parties will follow the operation concern resolution process outlined in Section X of this agreement.

VI. **Agreement Term and Termination:**

A. **Term of the Agreement**

This Agreement shall have an initial term of three (3) years, at which point the SPCA and the City will undertake a review to assess the effectiveness of the Agreement, determine whether the purpose and objectives are being met, identify any issues or challenges that have been encountered, consider any changes in circumstances that may necessitate modifications to the agreement, and make any other recommendations for amendments, extensions or termination of the Agreement.

Throughout the duration of the agreement, the SPCA will maintain its affiliation as a Neighbourhood Association with the City of Kitchener with the requirement for annual renewal, occurring automatically. In the event the Agreement is terminated by either party, the SPCA will remain affiliated with the City under the Neighbourhood Association Affiliation agreement, as long as they meet the requirements for affiliation and are approved as an affiliated group by council, renewing their affiliation annually as per MUN-FAC-324.

B. **Termination With or Without Cause**

Each party may terminate this Agreement as follows:

- I. **Without Cause:** A party may terminate this agreement without cause at any time by providing at least ninety (90) days' written notice to the other party. It is the expectation that before exercising the option to terminate without cause, the party providing notice has complied in full with the procedure outlined in section X.

- II. **With Cause:** A party may terminate this Agreement immediately upon notice to the other party (the “Defaulting Party”), if the Defaulting Party materially breaches this Agreement, and such breach is (i) incapable of cure; or, (ii) capable of cure, but the Defaulting Party does not cure the breach within thirty (30) days of receipt of notice of such breach.

VII. Scope of Activities:

A. City of Kitchener

The City oversees daily operations, staffing, and programs at the Stanley Park Community Centre, including facility supervision, maintenance, security, policy compliance, and City staff management. The City also coordinates program planning and implementation and promotes community engagement through support for the SPCA, provision of grants, and allocation of center space based on community needs.

B. Stanley Park Community Association

The SPCA is dedicated to the development, implementation, and management of community programs, events, services and initiatives that address the unique needs and interests of residents at the Stanley Park Community Centre and throughout our defined geographical boundary. Additionally, the SPCA aligns its efforts with local priorities and contributes to the overall improvement of the quality of life for the residents within their specified boundaries.

The SPCA Geographical Boundaries:

The SPCA serves the community defined by Victoria St. N., the Grand River, Idlewood Creek, Fairway Rd. North, Lackner Blvd, Daimler Dr., Old Chicopee to River Rd., NW boundary of Idlewood Park and Woodland Cemetery, Weber St. East, and the Conestoga Parkway.

VIII. Responsibilities:

It is recognized that while each party has distinct duties, cooperation and collaboration are essential for the effective operations of the Community Center and the delivery of programs to the community. Given that responsibilities may require adjustment to accommodate changes in business operations and programming, a comprehensive list of responsibilities will be developed in collaboration with the SPCA and the City of Kitchener. Any modifications to the roles and responsibilities will be subject to discussion and mutual agreement between the SPCA and the City of Kitchener.

IX. Use of Facilities:

A. Stanley Park Community Centre

1. *School Board Use of Gymnasium Space:*

As further detailed in the Operations Agreement between the School Board and the City and communicated by the City to the SPCA, the School Board has irrevocable license to use the Gymnasium or parts thereof located in the Community Centre from September 1st to June 30th.

The SPCA, School Board and City will meet on a yearly basis to discuss the details associated with programming the gymnasium, considering the terms of the Operations Agreement between the City and School Board. In the event that the SPCA cannot attend the meeting, the City will bring forward the SPCA's approved programming needs to the meeting.

2. *Hours of Operation:*

At the time of writing this agreement, the Community Centre is open for community programming during the following hours, with no charges to the SPCA:

September to June

- Monday to Friday: 9am to 10pm
- Saturday: 8am to 4pm
- Sunday: 9am to 5pm

July / August

- Monday to Friday: 9am to 9pm
- Saturday and Sunday 9am to 1pm

It is recognized that these operating hours may be subject to modification based on programming needs at the community centre and the hours may expand or contract to accommodate the dynamic requirements of community programs. Any adjustments to the operating hours, including any chargebacks, will be subject to timely discussion between the City and SPCA, and resolved by mutual agreement, to ensure coordination among the partners and stakeholders involved in community programming.

In the event of potential reductions in operating hours at the Community Center by the City, due to budgetary constraints, a discussion will be initiated with the SPCA, prior to implementation, to explore various options for maintaining the Community Centre's accessibility, including the possibility of chargeback arrangements with the SPCA.

3. Staffing outside of regular community centre hours:

Staff costs for SPCA events outside regular Community Centre hours will be charged back to the SPCA unless its an event, and is free or near-free, contingent upon staff and budget availability.

4. Allocation of Programming Spaces – September to June:

The SPCA and City will meet regularly to discuss the details associated with programming the Community Centre’s programming spaces including but not limited to its gymnasium (the “Programming Spaces”) for the coming year. Program Spaces will be allocated based on:

- The terms of the Operations Agreement between the City and School Board, as referred to in Sections 2 and 9 of this Agreement.
- From September to June, the Community Centre's programming spaces serve to address the diverse needs of the local community, assessed collaboratively by the SPCA, City, and relevant partners.
- Allocation of Programming Spaces between the SPCA, City, and other relevant partners, will be determined based on an agreed-upon menu of programs.
- Recognizing the crucial role played by the SPCA as the principal partner with the City in the Community Centre, priority consideration for Programming Spaces will be given to the SPCA to address agreed upon priority programming needs, provided they have the requisite expertise, resources, and willingness. In the event that the SPCA is unable or unwilling to address these needs to the City’s satisfaction, the City will explore the option of addressing program needs, or alternatively, seek an external partner to address these needs.
- Should a prioritized initiative necessitate the deployment of a specialized program, and in the circumstance that the City of Kitchener is currently addressing a recognized specialized programming need at another community center or area within the city, collaborative discussions will ensue between the SPCA and the City. The objective of these discussions will be to jointly determine the most appropriate group for delivering the program at the Community Centre.

5. Allocation of Programming Spaces – July and August:

- From July to August, the Community Centre's Programming Spaces serve to provide City of Kitchener summer children and youth programming during the day and evening, Monday to Friday.
- Priority allocation of Programming Spaces and office space will be provided to the City of Kitchener to meet the needs associated with the delivery of City of Kitchener’s summer children and youth programs.
- If any spaces initially allocated for City of Kitchener summer programs become available in July and August, they can be used for other priority programming for that summer. The SPCA will receive primary consideration for any such spaces, understanding that this does not create an automatic right for the SPCA to use the

spaces in future summer months, and provided they are willing and possess the necessary means and knowledge.

- The City acknowledges that (at the time of writing this agreement) the SPCA utilizes specific spaces within the center to provide summer programming, including:
 - I. Fitness: conducted in one-third of the gymnasium on Monday and Wednesday evenings (5:00-10:00 pm) and Tuesday and Thursday mornings (9:00 am – 12:00 pm)
 - II. Children and Youth Programming: conducted in Meeting Room 2
 - III. Stanley Park Eats: conducted in the Kitchen on Tuesday (9:00 am - 3:00 pm), Wednesday (9:00 am - 6:00 pm), Thursday (12:00 pm - 9:00 pm), and Friday (9:00 am - 12:00 pm)
 - IV. Community Market: provided outside in front of the Community Centre between the parking lot and the building from 1:00 pm to 8:00 pm.

The SPCA may continue to provide these programs in the future, as long as they continue to be beneficial and pertinent to the community. In the event of program cancellation due to low enrollment or any other reason, first consideration for the space will be given to providing City summer programming in the designated spaces if appropriate.

6. Temporary Space Access Arrangements

There may be times where there is a need for the City or the SPCA to access specific program spaces on a one-time basis, in order to conduct City or community business. Such occasions may involve unique events, activities, or unforeseen circumstances that necessitate temporary use of designated areas within the Community Centre. To ensure a smooth process for accommodating these requests, the following guidelines will be followed:

- I. Advance Notice: Requests for temporary space access should be submitted with reasonable advance notice (minimum 6 months if possible) to allow for coordination and minimize disruption to ongoing programs and activities.
- II. Consideration of Prior Bookings: The availability of spaces will be assessed, taking into account any prior bookings or commitments. Efforts will be made to minimize conflicts and impact on existing programs and activities.
- III. Communication and Coordination: Open communication between the City and the SPCA will be maintained throughout the process. Any potential challenges or conflicts will be discussed and resolved collaboratively.

7. SPCA Office Space:

The SPCA has exclusive use of room 124 to be used as the SPCA office for the term of this Agreement and as long as the SPCA remains affiliated with the City.

B. Grand River Recreation Complex (GRRC)/Lyle Hallman Pool

The SPCA shall have access to the multipurpose room within the GRRC for the purpose of conducting community programs and events, such access contingent upon the following:

- I. The City's Sport Division retains authority over the daily operations, staffing, and programs at the GRRC. Priority consideration is accorded to Sport Division initiatives.
- II. Recognizing the historical and current contributions of the SPCA, including the provision of programs in the Multipurpose room from September to June, the SPCA is granted the opportunity to continue its programming within the operational hours of the GRRC, free of charge, subject to availability and scheduling coordination with the Aquatic Supervisor team designate. Staffing and custodial charges may apply to any requests falling outside of operational hours.

Specifically, the following current access to the Multipurpose room is provided:

- Monday – 5:00 to 8:00pm
 - Tuesday – 9:00 to 10:30am and 5:00 to 8:00pm
 - Wednesday – 1:00 to 2:30pm and 5:00 to 8:00pm
 - Thursday – 5:00 to 8:00pm
- III. The SPCA agrees to coordinate with the City's Sport Division to establish a mutually agreeable schedule for access to the Multipurpose room. The City and the SPCA will work collaboratively to ensure efficient use of the space while accommodating both the Sport Division's needs and the SPCA programs.
 - IV. If the Sport Division determines they need the Multipurpose room for their own business, or if there is a need to commence charging for its use, the City reserves the right to either reclaim the space or implement charges. In such instances, the City will provide the SPCA with a notice period of no less than 6 months prior to the intended date of space reclamation or the commencement of charging to allow sufficient time to adjust for programming and activities accordingly.
 - V. Both parties commit to transparent communication and collaboration to minimize disruption and ensure a smooth transition in the utilization of space, and will meet annually at least 6 months before September programming to discuss GRRC facility and programming for the following year.

X. Cooperative Approach to Managing Community Centre Concerns:

In the instance that there are operational concerns at the Community Centre, the following framework will be used, in a timely manner, to ensure a transparent and cooperative resolution process between the SPCA and the City of Kitchener.

A. Initial Communication with one another

In the event there are ongoing operational concerns at the Community Centre or in the programs, the following will occur:

- I. **Identification and submission of Operational Concern:** Either the SPCA (President/VP) or City staff (Facilitator) identifies and submits to the other party, the concern related to the Community Centre or programs.
- II. **Initial Assessment:** The Facilitator and designated contact person for the SPCA reviews the submitted concern and assesses its nature and severity. If it's a minor issue, has no resource, facility, staffing or major program impacts, it may be resolved at this stage.

B. Escalation to Supervisor

If not resolved, and/or proposed resolution(s) have minor resource/staff/programming impacts:

- I. **Collaborative Discussion:** A meeting is scheduled between representatives of the SPCA and the Supervisor to discuss the operational or program concern. During the meeting, both parties share perspectives and work towards a collaborative resolution/strategy.
- II. **Solution Development:** Based on the collaborative discussion, potential resolutions are developed to address the operational concern/resolution impact. Establish responsibilities and timelines for implementing the proposed resolutions.
- III. **Agreement and Implementation:** An agreement and timelines for implementation of the proposed resolutions is developed.
- IV. **Monitor and evaluate if appropriate.** Evaluate the success of the resolution and adjust as needed.

C. Escalation to Manager

If the concern cannot be resolved by the Supervisor and/or the proposed resolution(s) have long term or significant resource/staff/programming impacts:

- I. **Provide work completed to date:** Staff should have all documentation of previous steps, including communication, discussions, and suggested/implemented resolutions provided in a comprehensive report outlining the nature of the concern, steps taken to address it, possible resolutions (if any), impacts and the reasons for escalation.
- II. **Collaborative Discussion:** A meeting is scheduled between representatives of the SPCA and Community Centre Manager (and designates) to review, assess and/or consider additional options. During the meeting, proposed options are reviewed and considered in context of existing City-wide priorities, resources, and processes and approvals that must be followed.
- III. **Mapping of Options:** Any short, mid, and/or long-term options are reviewed and assessed to determine the most suitable course of action. The chosen option(s) are then subjected to a determination of the necessary internal City approvals, and the established timelines for implementation.
- IV. **Decision and Implementation:** Clear responsibilities are assigned for securing approvals, implementing the chosen option (s), and adhering to the specified timelines.

- V. **Communication of Outcome:** Regular updates are provided by staff as needed, ensuring that all parties are informed of the progress and outcomes of the implemented resolution(s).

D. Mediation and/or Facilitation

If disagreements persist during the collaborative discussion or throughout the escalation process, a neutral third party will be contacted to help mediate or facilitate the resolution, at the cost of the City. The mediator or facilitator assists in guiding the parties towards a mutually agreeable solution, promoting effective communication, and ensuring a fair and impartial process. Mediation or facilitation may be initiated at any stage where conflicts arise, contributing to a more amicable and sustainable resolution.

XI. Capital Projects/Facility Renovations:

The SPCA and City acknowledge that renovations are needed from time to time to address changing needs of the SPCA and Community Centre. The City holds the responsibility for budgeting, managing, and overseeing all capital projects and facility renovations at the Community Center. All facility renovations must be approved by the City prior to the work commencing, prioritized alongside the needs of all City of Kitchener facilities, and are dependent on the availability of staff time and any required City funding.

In the instance that SPCA would like to initiate and fully fund a renovation, they will bring the request forward to the City Supervisor, following the process outlined in section X of this agreement. Acknowledging the benefit to the City, and neighbourhood residents, and depending on resource availability (staff and budget), the City will make every effort to support and execute agreed upon projects funded by the SPCA in a timely manner.

In the instance that the City and SPCA agree to mutually fund a project, a discussion and agreement will take place between the SPCA and the City Supervisor, following the process outlined in section X of this agreement, outlining scope, timelines, budget, and the contribution of each party.

XII. Reporting and Evaluation:

An annual evaluation meeting will be scheduled with the SPCA by the City to review how the Agreement is working and discuss any challenges, opportunities, and successes encountered throughout the year. This meeting will serve as a platform for both parties to openly communicate their perspectives, share feedback, and collaboratively identify strategies for improvement. Additionally, the meeting will provide an opportunity to assess whether the partnership is effectively meeting its intended goals and objectives, and to explore potential adjustments or enhancements to optimize outcomes in the future.

XIII. Amendments:

Either party may propose amendments to the Agreement by providing written notice, detailing desired changes and rationale, followed by discussions aimed at mutual agreement. Agreed-upon amendments will be documented, signed, and dated by authorized representatives, becoming effective upon execution and implemented according to agreed timelines. Prompt notification of changes and implications will be provided to relevant stakeholders. The effectiveness of amendments will be evaluated during annual meetings, with further adjustments addressed as needed.

XIV. Legal Relationship Between Parties:

The City and the SPCA are not legal partners, joint venturers, or joint employers, nor are the parties in an agent-principal relationship.