

CITY COUNCIL AGENDA REQUEST FORM

Today's date: 10 / 31 / 17

Date of meeting 11 / 15 / 17

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:

Planning & Economic Development Dept.

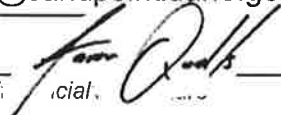
Address: _____

Phone number and email address: 208.255.1738 aqualls@sandpointidaho.gov

Authorized by: Aaron Qualls _____

name of City official

City official



(Department Heads, City Council members, and the Mayor are City officials.)

Subject: Market Feasibility Study for a Recreation Center

Summary of what is being requested: This contract with the YMCA is for a study to determine the feasibility of a regional recreation center within the City of Sandpoint. YMCA is committing \$7,500.

The remaining \$12,500 from the City is to be reimbursed through the High 5 Grant.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? Yes No
If yes, in what way? The matching funds are fully reimbursable through the Blue Cross Foundation of Idaho.

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action: _____ Have they been contacted? **Yes or No**

3. Is there a need for a general public information or public involvement plan? **Yes or No**
If yes, please specify and suggest a method to accomplish the plan: Yes No
The study will include a regional phone survey.

4. Is an enforcement plan needed? **Yes or No** Additional funds needed? **Yes or No**
 Yes No Yes No

5. Have all the affected departments been informed about this agenda item? **Yes or No**
 Yes No

This form must be submitted no later than 5 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

**CITY OF SANDPOINT
AGENDA REPORT**

DATE: 11/1/17

TO: MAYOR AND CITY COUNCIL

FROM: Planning Staff

SUBJECT: Market Feasibility Study

DESCRIPTION/BACKGROUND: In participation with the City, the YMCA of the Inland Northwest is seeking to utilize the services of Strategic Resources Associates to conduct a feasibility study for a regional recreation center within the City of Sandpoint—with the target area being the UofI property on Boyer Ave. The YMCA is contributing \$7,500 towards the study and is asking the City to contribute \$12,500. The Blue Cross Foundation of Idaho, in collaboration with the High Five Grant Leadership team is willing to reimburse the \$12,500 to the City once invoiced. The study is intended to measure the feasibility of a Sandpoint area YMCA-type facility assessing the viability of potential facility offerings, pricing, and membership enrollment based on a defined service area.

STAFF RECOMMENDATION:

Approval of contract and the expense of High Five Grant dollars for match funding.

ACTION:

Motion to approve the contract with the Inland Northwest YMCA for a market feasibility study and a reimbursement request to the Blue Cross Foundation of Idaho for funding up to \$12,500.

WILL THERE BE ANY FINANCIAL IMPACT? No HAS THIS ITEM BEEN BUDGETED? Yes.
The Blue Cross Foundation of Idaho Grant has been budgeted.

ATTACHMENTS:

Contract with the Inland Northwest YMCA

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: YOUNG MEN'S CHRISTIAN ASSOCIATION (YMCA) OF THE INLAND NORTHWEST CONTRACT FOR REGIONAL RECREATION CENTER FEASIBILITY STUDY

WHEREAS: The YMCA of the Inland Northwest is seeking to utilize services of Strategic Resources Associates to conduct a feasibility study of a regional recreation center within the City of Sandpoint in the amount of \$20,000;

WHEREAS: The study is intended to measure the feasibility of a Sandpoint area YMCA facility (or similar) to assess the viability of potential facility offerings, pricing, and membership enrollment based on a defined service area.

WHEREAS: The YMCA is contributing \$7,500 toward the cost of the study and is requesting that the City contribute \$12,500;

WHEREAS: The City of Sandpoint applied for and was awarded the High Five Community Transformation Grant from Blue Cross of Idaho Foundation for Health in an amount up to \$250,000; and

WHEREAS: The Blue Cross Foundation, in collaboration with the High Five Grant Leadership team, is offering to reimburse the City \$12,500 for the cost of the study.

THEREFORE, BE IT RESOLVED THAT: City Council approves the contract and hereby directs City staff to request reimbursement from the Blue Cross Foundation of Idaho in the amount of \$12,500 when invoiced.

BE IT FURTHER RESOLVED THAT: The Sandpoint City Council authorizes the Mayor, on behalf of the City, to execute a contract with YMCA, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

Shelby Rognstad, Mayor

ATTEST:

Maree Peck, City Clerk

City Council Members:

YES NO ABSTAIN ABSENT

1. Eddy
2. Aitken
3. Williamson
4. Camp
5. Ruehle
6. Snedden



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**CONTRACT
YOUNG MEN'S CHRISTIAN ASSOCIATION OF THE INLAND NORTHWEST
AND CITY OF SANDPOINT**

This Contract (herein referred to as the "Agreement") is made and entered into by and between the Young Men's Christian Association of the Inland Northwest (herein referred to as the "YMCA") and the City of Sandpoint (herein referred to as "Sandpoint") (collectively referred to as the "Parties", and individually as a "Party").

WHEREAS, YMCA is a nonprofit organization incorporated in 1884 and qualified under section 501(c)3 of the United States Internal Revenue Code, organized for the purpose of providing youth and family services to strengthen the foundations of the community, with specific activities including ownership and operation of several community facilities located in Spokane, Washington.

WHEREAS, Sandpoint is a municipality incorporated in 1901 and operating in Bonner County, Idaho, responsible for maintaining and amending a comprehensive land use plan for University of Idaho and surrounding properties located in Bonner County.

WHEREAS, the Parties desire to engage the services of Strategic Research Associates ("SRA") to conduct a market feasibility study for a YMCA-like facility in Sandpoint, Idaho.

NOW THEREFORE, in consideration of the mutual covenants, mutual benefits and synergistic effect created by entering this Agreement, YMCA and Sandpoint agree as follows:

1. **ROLE OF YMCA:** YMCA will contract with SRA to conduct the study in a format generally used by YMCA's for facility branch development, work with members of the Sandpoint community serving on the YMCA's Sandpoint Advisory Board to determine focus areas to be considered in the study, and provide up to \$7,500 in funds to support the cost of the SRA study.
2. **ROLE OF Sandpoint:** Sandpoint will provide \$12,500 in funds to support the cost of the SRA study and receive a copy of the SRA study results from YMCA upon completion.
3. **HUMAN RESOURCES:** The YMCA will hire all staff necessary for the development of the study in conjunction with SRA and will oversee the study process to completion. John Ehrbar, YMCA Chief Operations Officer, will serve as the project lead.
4. **REQUEST FOR FUNDS:** YMCA will submit a request in writing within 15 days of receipt of the final invoice from SRA to Sandpoint for its portion of the study fees.
5. **TRANSFER OF FUNDS:** Sandpoint will transfer funds to YMCA within 30 days of receipt of the request for funds.
6. **DURATION AND TERMINATION OF AGREEMENT:** This Agreement has a minimum duration of six months through spring 2018. It is expected that the study period will commence no later than November 30, 2017 and conclude with issuance of a final study report no later than March 2018. If the YMCA is not successful in engaging SRA and conducting the study noted above Sandpoint will be under no obligation to submit funds to YMCA for the study. Once a contractual relationship is entered between YMCA and SRA to conduct the study, this Agreement can only terminate for

cause. For purposes of this Agreement, a "for cause" termination shall mean a material breach of any term of this Agreement by a Party or the failure of a Party to provide the professional and other services contemplated hereunder. It is understood that termination of this Agreement by either Party prior to the establishment of the contractual relationship between YMCA and SRA will end any further funding requests by YMCA and support obligations from Sandpoint.

- 7. INDEMNIFICATION. YMCA shall defend, indemnify and hold Sandpoint harmless from and against any loss, claims, liabilities, or costs arising from the SRA study with the exception of funds agreed to be paid to YMCA by Sandpoint as part of this agreement.
- 8. TRADE NAMES: YMCA will retain all rights to trade names related to the operation of the Young Men's Christian Association of the Inland Northwest.
- 9. NO AGENCY OR JOINT VENTURE: Nothing in this Agreement shall be construed to create any agency, partnership or joint venture relationship between YMCA and Sandpoint. Neither Sandpoint nor YMCA shall have the authority to act or bind the other.
- 10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the law of the State of Washington. In any action or proceeding concerning the subject matter of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees, in addition to any other relief granted.
- 11. AUTHORITY: The individuals below represent that they each have the authority to execute this document and enter this Agreement.
- 12. MODIFICATION: This Agreement may be modified upon written agreement of the parties as circumstances and conditions change.

This Agreement is entered this _____ of October, 2017.

**Young Men's Christian Association
of the Inland Northwest**

City of Sandpoint

Signature Date

Signature Date

Print Name

Print Name

Print Title

Print Title