



# City of Bandon

555 Hwy 101, PO Box 67  
Bandon, OR 97411  
(541) 347-2437

*Bandon by the Sea*

## AGENDA REPORT

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Torrey Contreras, City Manager *TC*

**INITIATED BY:** Avery Richards, Facility Director *AR*

**DATE:** April 1, 2024

**SUBJECT:** **4.1 REQUEST BY COOS HEALTH AND WELLNESS, ON BEHALF OF COOS COUNTY, FOR THE CITY OF BANDON TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR USE OF THE BANDON COMMUNITY CENTER AS A SATELLITE WIC CLINIC.**

### BACKGROUND:

City staff was approached by Coos Health and Wellness, on behalf of Coos County ("County"), to request City approval to use the Bandon Community Center ("Barn") as a satellite clinic for Women, Infant, and Children (WIC). WIC is the Special Supplemental Nutrition Program for women, infants, and children. WIC provides supplemental foods, health care referrals, breastfeeding support and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum people, infants/children, dads, caregivers, and grandparents with children under the age of five.

The Barn was chosen as the preferred location for the clinic because of its central position relative to other coastal communities within the service area. According to the proposed Memorandum of Understanding (MOU), one (1) room at the Barn would be utilized as a satellite WIC clinic every second Friday of each month between 8:45 am and 3:00 pm. The term of the MOU would be for the remainder of the calendar year ending December 31, 2024, with automatic annual renewals. The City would possess the right to terminate the MOU subject to the issuance of a thirty (30) day written notice.

To assess any potential impacts generated by the proposed use, City staff permitted the use of the Barn as a satellite clinic on a temporary trial basis. During the trial period, City staff did not observe any issues with the provider, nor did staff experience any impacts on Barn operations. Most importantly, the limited space required to host the clinic, as well as the specific day and time it was held each month, did not hinder, or restrict access to the community center.

**FISCAL IMPACT:**

Use of the Bandon Community Center by Coos Health and Wellness as a satellite WIC clinic does not impose a discernible demand on existing staffing, facility, and financial resources.

**RECOMMENDATION:**

The following is recommended to the City Council for consideration:

1. Review and discuss the information provided; and
2. Move to approve the Memorandum of Understanding (MOU) captioned as follows:

**REQUEST BY COOS HEALTH AND WELLNESS, ON BEHALF OF COOS COUNTY,  
FOR THE CITY OF BANDON TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING FOR USE OF THE BANDON COMMUNITY CENTER AS A  
SATELLITE WIC CLINIC.**

Attachment: Email Excerpt Dated March 5, 2024

**EMAIL EXCERPT DATED MARCH 5, 2024**

"We [Coos Health and Wellness] would like to hold a satellite WIC clinic once a month on the second Friday at the Barn Bandon Community Center from 8:45 am to 3:00 pm. If at all possible, we would like to reserve these dates at least through the end of the year. In addition to the space, we would like to use some tables and chairs to set up with. Lastly we would like the City's assistance in promoting this clinic at your community center with materials and information we will provide you. I have included Dr Lynch, our Public Health Director and Rosa Atencio-Le, our WIC Program Manager, to help with any other questions you may have. Thank you for reaching out to me today and let me know what the City decides on."

**Mike Rowley**

**Coos Health & Wellness Director**

**Pronouns: He/Him/His**

**Coos Health & Wellness**

**Together, inspiring healthier communities**

281 LaClair St.

Coos Bay, OR 97420

**p.** 541-266-6700

**f.** 541-888-8726

**MEMORANDUM OF UNDERSTANDING BETWEEN COOS  
COUNTY/COOS HEALTH & WELLNESS AND THE CITY OF  
BANDON FOR USE OF THE BANDON COMMUNITY  
CENTER FOR THE PROVISION OF SATELLITE CLINIC  
SERVICES.**

1. Parties.

This Memorandum of Understanding ("MOU") is made and entered into by and between Coos Health & Wellness ("Provider"), on behalf of Coos County ("County"), a political subdivision of the State of Oregon, and the City of Bandon (the "City").

2. Background and Purpose.

County will organize a satellite clinic to provide Women, Infant, & Children services ("WIC"), once a month, at agreed upon location by Parties. WIC is the Special Supplemental Nutrition Program for women, infants, and children. WIC provides supplemental foods, health care referrals, breastfeeding support and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum people, infants/children, dads, caregivers and grandparents with children under the age of five.

3. Notice.

A. The designated County representative for administration of this Contract is Mike Rowley, 281 LaClair St., Coos Bay OR 97420, Ph: 541-266-6700, e-mail [mike.rowley@chw.coos.or.us](mailto:mike.rowley@chw.coos.or.us)

B. The designated City representative for administration of this Contract shall be the City Manager or designee, 555 Highway 101, Bandon, OR 97411, Ph: 541-347-2437, email: [tcontreras@cityofbandon.org](mailto:tcontreras@cityofbandon.org)

4. City Responsibilities

A. City will provide use of tables and chairs for monthly WIC clinics and one (1) room at the Bandon Community Center ("Barn") on the second Friday of every month from 8:45 am until 3:00 pm, or on the third Friday of the month in the event of a public holiday.

B. Janitorial services will be provided at the level currently provided for the Barn as a City-owned and operated public facility.

C. City will allow promotional materials provided by the Provider for display at the Barn in an area deemed suitable by the City.

5. Responsibilities of Coos Health & Wellness.

A. County, through the Provider, will conduct the clinics, bring needed health screening equipment and computers, as well as clean and restore the room to its original condition prior to leaving the facility.

B. County, through the Provider, will provide promotional materials for the satellite clinic to be displayed at the Barn in an area deemed suitable by the City.

6. Date and Time of Clinics.

A. County, through the Provider, will hold clinics on the second Friday of every month during the hours of 8:45 am – 3:00 pm, with a one-hour lunch break from 11:30 am - 12:30 pm. In the event that the Barn is closed for a City-recognized public holiday on the second Friday of a particular month, the regularly scheduled clinic will be held on the following Friday.

B. In the event either party must cancel a scheduled clinic date, each party agrees to notify the other party at least 30 days in advance of the cancellation, when feasible.

C. Rescheduling of any canceled clinic dates shall be contingent on the availability of Provider and the availability of the Barn facility.

7. Insurance.

County, through the Provider, shall, upon request, be responsible for providing proof of general liability coverage to the City for personal injuries including, but not limited to, the accidental death of any person attending, participating or being treated by the Provider at the clinic, and for property damages including, but not limited to, the destruction or damage of any City-owned property, equipment or furniture of not less than \$1,000,000 each occurrence, \$2,000,000 policy aggregate, throughout each calendar year of this agreement. All coverage shall be on a case-by-case or individual occurrence basis and not on a claim made basis.

8. Indemnification.

To the fullest extent permitted by law, Parties agree to indemnify, defend, save, and hold harmless each Party against any claims for loss, damage, liability, or costs, including attorney's fees, resulting from personal injury or harm to persons or property damage (including, without limitation, Parties employees, volunteers, or property) to the extent such damages arise out of or are in any way connected with each Party's respective performance under this Agreement. Parties including County, through the Provider, and Partner shall remain solely liable for the intentional acts or omissions of its own employees, agents, or volunteers.

9. Term.

A. The term of this agreement shall begin upon the execution of this agreement by both Parties set forth below and extend until December 31, 2024.

B. After the initial term ending December 31, 2024, this MOU shall automatically renew for successive one (1) year terms, unless either party provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

10. Termination.

Either party may terminate this agreement upon issuing a minimum thirty (30) days written notice to the other party.

11. General Provisions.

A. This Agreement is expressly conditioned upon County obtaining funding, appropriations, and/or other expenditure authorizations from its governing body, federal, or state or other sources sufficient to permit the County to satisfy its performance obligations under this Agreement, as determined by the County in reasonable exercise of its administrative discretion; notwithstanding any other term in this Agreement, the County may terminate this Agreement immediately upon failure to receive such funding, appropriations, and/or other expenditure authorizations.

12. Changes to this MOU.

Any changes, modifications, revisions, and/or amendments to this MOU that are mutually agreed upon by and between the Parties in writing shall become effective when signed by all parties to this MOU.

13. Entirety of Agreement.

This MOU, consisting of three pages, represents the entire agreement among the Parties.

14. Signatures.

In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the last date set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

CITY OF BANDON

COOS COUNTY OREGON  
COOS HEALTH & WELLNESS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**Torrey Contreras**

**Mike Rowley**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**City Manager**

**Director**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

555 HIGHWAY 101  
BANDON, OR 97411  
(541) 347-2437

281 LACLAIR STREET  
COOS BAY, OR 97420  
(541) 266-6700

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address