

MEMORANDUM OF AGREEMENT
Between
U.S. ARMY GARRISON-FORT IRWIN (USAG-FI)
And
The San Bernardino County
Department of Public Health

SUBJECT: PROVIDE ADEQUATE SERVICE TO WIC PARTICIPANT FAMILIES,
STATIONED AT UNITED STATES ARMY GARRISON FORT IRWIN (USAG-FI)
MOA W4E6AA-2024-04-22

This is a Memorandum of Agreement (MOA) between the United States Army Garrison, Fort Irwin (hereinafter referred to as “Army”) and the County of San Bernardino. (hereinafter referred to as “The County”). When referred to collectively, Army and The County are referred to as the “Parties”.

1. BACKGROUND:

The County, through its Department of Public Health, provides a Women, Infants, and Child Program (hereinafter referred to as “WIC”). WIC is a federally funded nutrition education and food supplement program for low-income pregnant, breastfeeding, and postpartum women, infants, and children up to age five who are at nutritional and medical risk. The Army’s Fort Irwin is located approximately 39 miles from the County’s Barstow WIC service site and approximately 70 miles from the County’s Victorville WIC service site, which are currently the two closest WIC service sites to Fort Irwin. Providing a WIC service site on Fort Irwin will assist Fort Irwin participants with WIC services. Fort Irwin Army Community Service is the Point of Contact (POC) to support the total well-being and readiness of the military families as stated in both agencies’ mission. The partnership with the WIC program will focus on family financial stability, health, resiliency, and community wellness to strength military families with the services provided to improve the quality of life of those families.

2. AUTHORITIES:

Army Regulation (AR) 608-18, Family Advocacy Program, 13 Sep 2011

Department of Defense Instruction (DODI), 6400.5, New Parent Support Program, 13 Jun 2012

Army Regulation (AR) 608-1, Army Community Service, 19 October 2017

10 U.S.C. sec. 2567 (2023): Space and Services: Provision to WIC Offices

3. PURPOSE:

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The purpose of this MOA is to set forth expectations and requirements between Army Community Service (hereinafter referred to as “ACS”) and the County to provide services to Fort Irwin WIC-eligible participants.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. ACS will:

4.1.1 Coordinate with the Army’s Directorate of Public Works, Real Property office, and provide to the County, at no cost for the duration of the MOA, office space for a minimum of five workstations, in Building 1317, room 109, which has approximately 20 x 40 square feet of space, and an adjacent secured storage closet (collectively, the “Use Area”), as identified in Exhibit “A” attached hereto and incorporated herein by reference, for County’s exclusive use during WIC service hours to provide WIC Services. ACS will provide a key to the county for the office/service space and for the secured storage closet.

4.1.2 Provide the County staff with usage of general conference rooms, break rooms, restrooms, lactation room and shared areas (and all Army’s equipment and furnishings therein) in the building in which the Use Area is located at no cost to the County for the duration of the MOA.

4.1.3 Coordinate with the Army’s Network Enterprise Center (NEC), as necessary, to allow for network installations desired by the County to provide WIC services.

4.1.4 Act as Point of Contact (POC) between the Army and the County for services.

4.1.5 Provide keys to the secured storage closet will be given to the County and shall be kept by the County.

4.2. The County will:

4.2.1 Provide services to Fort Irwin WIC-eligible participants on the first four Thursdays of each calendar month. WIC service hours will be from 08:30 a.m. to 4:00 p.m. and will be closed daily from 11:30 am to 12:30 pm. This service schedule shall further include closures due to county and federal holidays, and due to any emergency situations, including but not limited to inclement weather causing hazardous driving conditions to reach Fort Irwin; in which case, notice of such emergency shall promptly be provided to the other party via phone call (voicemail) and/or email. Changes to the service schedule may be temporarily adjusted due to non-emergency situations by mutual agreement of the parties at least two weeks prior to such desired adjustment. Any permanent adjustments of the service schedule shall be made by a written amendment to this MOA mutually executed by the parties.

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4.2.2 Lock the storage closet and the office/service space (if applicable), when not in use by the County. A key to the office/service space (if applicable) shall be kept by the County's WIC supervisor and the Fort Irwin WIC liaison(s).

4.2.3 Return any general conference rooms, and common areas to substantially the same configuration as existing prior to the County's use of any such areas. The County shall place all trash caused by its use in the provided receptacles and clean the table surfaces of the used areas at the conclusion of any event/use.

4.2.4 Bear all responsibility and costs as it relates to the installation of any additional data cabling and electrical outlets for the Use Area if the County determines that the existing cabling and outlets are insufficient to provide WIC services.

4.2.5 Bear all costs for the installation of additional phone lines and phone equipment in the area if the County determines that any existing lines and equipment are insufficient to provide WIC services. In the event the County uses the Army's telephone lines, and services at the Use Area, the County shall pay for any monthly telephone charges incurred by the County, provided that one fax line shall be provided by the Army at no cost to the County for the duration of the MOA. The Army will provide the County with internet services and will not receive payment for these services.

4.2.6 Provide and maintain inventory of office furniture for the WIC staff in the office/service space. The County-provided furniture shall remain the personal property of the County and shall not be used by the Army or any other people or entities during non-WIC service hours.

4.2.7 During this agreement the County will seek to utilize any available outlets as approved by USAG Fort Irwin. The outlets include but are not limited to Army hospital, website, bulletin boards, announcements. Outreach and promotional materials/messages will be provided by the County.

5. INDEMNIFICATION:

5.1 The County agrees to indemnify and hold harmless the Army and its authorized officers, employees, agents, and volunteers from all liabilities for injury to persons and damage to property arising out of any negligent acts or omissions of the County, its officers, employees, agents, or volunteers in connection with this MOA, except where indemnification is prohibited by law.

6. GENERAL PROVISIONS:

6.1 The Army shall not be responsible for any lost or damaged County property located in the Use Area.

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6.2 During the term of this MOA, the Army shall have the right to relocate the Use Area to an area within Fort Irwin comparable to the County's then existing Use Area in terms of size for office and classroom space, availability of common areas, and data and telephone connectivity, as needed. In the event the Army desires to relocate the Use Area, the Army shall provide written notice to the County at least one hundred and twenty (120) days prior to the intended relocation date. Thereafter, the parties shall cooperate in good faith. In the event of relocation, the parties shall execute an amendment to this MOA to reflect the relocated Use Area to identify mutually agreed relocation space that meets the criteria of this MOA.

6.3 Both parties will agree to review the MOA any moment and/or when needed, to ensure compliance with it.

6.4 Points of Contact: The following points of contact (POC) will be used by the parties to communicate in the implementation of this MOA.

6.4.1 For the Army:

- A) DFMWR Director; Mr. Christopher A. Morris, Christopher.a.morris2.naf@army.mil, (760) 380-3343
- B) ACS Division Director; Dr. Ada Rivera, ada.i.rivera12.civ@army.mil 760-380-4991
- C) ACS Manager; Mr. James Noble, james.m.noble8.civ@army.mil 760-380-4655

6.4.2 For the County:

- A) WIC Program Manager; Mr. Hunter Stewart, shunter@dph.sbcounty.gov, 909-388-5663
- B) Public Health Division Chief, Mrs. Monique Amis, Monique.amis@dph.sbcounty.gov, (909) 387-6218

7. CORRESPONDENCE:

All correspondence to be sent and notices to be given pursuant to this MOA will be addressed.

7.1. For the Army:

- A) DFMWR address: Bldg. 1317 Normandy Dr., PO Box 105090, Fort Irwin, CA 92310

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7.2. For the County:

- A) WIC Program address: 1505 South, D Street, San Bernardino, CA,
Administrative Office Number 909-388-5663.

8. MODIFICATION OF MOA:

This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

9. DISPUTES:

Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

10. ENTIRE UNDERSTANDING:

It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

11. TERMINATION OF UNDERSTANDING:

This understanding may be terminated by either party with 30 days' written notice to the other party.

12. TRANSFERABILITY:

This MOA is not transferable except with the written consent of the Parties.

13. EFFECTIVE DATE:

This memorandum of agreement is effective upon the date of the last signature of the undersigned and will remain in effect until it is amended, revised, or superseded by mutual consent, earlier terminated by either party, or until 30 June 2036, whichever occurs first.

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AGREED:

For the Army:

For the County:

Steven L. Chadwick
COL, AR
Commanding

DAWN ROWE, CHAIR
BOARD OF SUPERVISORS

(Date)

(Date)