

## **MEMORANDUM OF AGREEMENT**

This agreement is made between the undersigned parties and hereto it is agreed as follows:

### **I. Establishment:**

This Memorandum of Agreement (MOA) establishes the structure, roles and responsibilities of the South Sound Military & Communities Partnership (SSMCP, or the Partnership). This organization has evolved and requires new language that better reflects the status of the organization. This MOA entirely supersedes any previous SSMCP MOAs.

The SSMCP is a regional partnership that may provide funding for employees to support the work of the organization but does not directly employ any individual. Per this MOA, the City of Lakewood (the City) shall serve as the fiduciary agent of the SSMCP as well as providing legal advice and other administrative services as necessary to the Partnership. When acting on behalf of the Partnership, City staff will act pursuant to SSMCP direction. In carrying out duties pursuant to SSMCP direction, City staff shall follow the administrative and financial procedures of the City of Lakewood. In the event City staff, acting on behalf of the SSMCP, develop a conflict or the appearance of conflict, in direction between the SSMCP and the interests of the City, action shall be taken to allocate separate staff to the SSMCP and the City for that issue.

### **II. Purpose:**

The Partnership provides a framework for collaboration in the south Puget Sound region between local governments, military installations, State agencies, Federal agencies, and community organizations to better coordinate efforts in areas such as: military relations; transportation and land use planning; environmental protection; emergency preparedness; data coordination; funding requests (e.g., grant applications); health care coordination; population forecasting; workforce development; education; housing; community development; economic development; and other issues that may arise. The Partnership provides actionable recommendations to regional leaders on initiatives, programs, and topics that strengthen the role that Joint Base Lewis-McChord (JBLM), the National Guard, and Reserves play in America's defense strategy, the economic health and vitality of the region, and the State of Washington.

The Partnership:

1. Focuses on the intersection of issues between local governments and the military community, engaging the support of the business, healthcare, education, workforce development, charitable, and social services communities;
2. Assists in the coordination of governmental efforts so that all citizens of the community can receive the full benefits of the economic, civil, commercial, cultural, and educational opportunities presented to them via the presence of the military installation, and so that the impact of the military community will be fairly shared;
3. Provides a venue for regular communication and coordination between military, local government, and community organizations regarding issues of common interest.
4. Promotes the general welfare of the region;

5. Acts on behalf of the members as the regional organization recognized by the Federal government for applying for community assistance and grants related to mission changes and/or growth at JBLM and Camp Murray;
6. Coordinates state and federal legislative educational and advocacy efforts by members and SSMCP staff related to the promotion of common interests as approved by the Steering Committee;
7. Acts as the regional representative of the member governments to coordinate with JBLM and Camp Murray regarding the ability of each installation to accomplish its current and future projected mission, and,
8. Participates on the Washington Military Alliance (WMA) on behalf of the SSMCP membership.

### III. Objectives:

1. Work collaboratively to create, expand, and improve opportunities to collect and disseminate information and best practices that address the challenges of the local communities, residents, businesses, and military installations in our region to succeed in meeting their own needs without preventing the others from meeting their needs, both now and in the future. Specifically:
  - a. Coordinate and provide recommendations to the region's leaders to remedy and protect JBLM and Camp Murray from encroachment or other initiatives that could result in degradation of or restriction to military operations on or based out of JBLM and Camp Murray.
  - b. SSMCP will make good faith efforts to notify local military installations of comprehensive plan updates and land use regulations or other projects in the surrounding communities that may impact military operations. Notification by SSMCP does not relieve local jurisdictions of any notification requirements under state law.
2. Coordinate with commanders, communities, and State and Federal agencies on affairs that affect the installation and may require State coordination and assistance.
3. Develop and advocate for a consensus State legislative agenda on behalf of SSMCP members.
4. Serve as a "single point of contact" to ensure that area communities, the military, Washington State's congressional delegation, and Federal agencies, as appropriate, are fully aware of activities likely to result in impacts or benefits to the region.
5. Support efforts by agencies and service providers in the region to implement the relevant recommendations and strategies informed by the 2010 JBLM Growth Coordination Plan (GCP), the 2015 JBLM JLUS, and more recently identified SSMCP priorities, which include:
  - a. A sound infrastructure system, adequate housing and education, and transition support into Pierce and Thurston county workforces for military members and their families, military retirees, and veterans;
  - b. Support for economic development organizations and initiatives that focus on leveraging the military and related business opportunities to help create jobs and expand defense and homeland security related economic development activity in the South Sound.
6. Coordinate the development of processes, similar to those already in place for artillery firing notices, to ensure that the military installations provide timely advance notification of

operations which are likely to impact other partner members, and that other partner members provide the same courtesy to the military installations.

7. Discuss and potentially act upon other issues or matters that the SSMCP deems essential to fulfilling its purpose.

#### IV. Responsibilities:

1. Maintain a vision, organizational structure, brand, and a Work Plan for the Partnership consistent with the recommendations and strategies identified in the GCP and subsequent documents as well as other SSMCP priorities.
2. Form Working Groups (WGs) that support the Partnership and the implementation of Partnership goals and priorities. Consider stakeholders involved in the ten Expert Panels of the GCP effort for these working groups, but also be open to new stakeholders.
3. Develop and commit to a schedule of regular meetings for the Partnership and the WGs.
4. Hold an annual public forum that includes speakers from JBLM, regional stakeholders, and/or any other relevant organizations to share news; report on major changes at JBLM, Camp Murray, and in local jurisdictions; discuss progress on GCP and Working Group strategies, SSMCP priorities and other plans; network among current and seek new SSMCP members; recognize outstanding service; and celebrate new partnerships and programs.
5. Hold a member-exclusive event (in person, via social media, etc.) annually during which data concerning progress and information about JBLM, Camp Murray, and SSMCP priorities would be shared (including, for instance, actual and projected military-connected (active duty, civilian employee, and military family (population and employment changes, construction projects, funding changes, mobilization and deployment, etc.)
6. Formalize a method for data sharing between JBLM and Camp Murray and the surrounding communities which would include the most recent military related population changes, including incoming personnel, deployments, Department of Defense (DoD) civilian operations, and construction projects.
7. Develop periodic publications (e.g., newsletters, memoranda, schedules, press releases, etc.) to share with members regarding expansion/contraction of JBLM personnel, mobilization, training cycles, and deployment, Partnership survey results, and other issues of interest.
8. Support information-sharing and appropriate advocacy with state and federal legislative bodies.
9. Accept an active role to ensure that efforts to implement SSMCP priorities are funded and sustained through the foreseeable future.

#### V. Membership:

Financial commitments are tiered based on level of membership involvement (i.e., Individual, Non-profit, Corporate, General, Working Group Chair, Steering Committee, Executive Leadership Team.) Membership costs may be reduced through in-kind donations with advance approval of the majority of Steering Committee members in good standing. The Steering Committee reserves the right to review and approve memberships.

Participants: The Partnership is open to any person, association, group, or organization having an interest in supporting the purpose and objectives of the SSMCP and such will be

considered a member upon approval by the Steering Committee and payment of the established annual dues. The Partnership is intended to be as inclusive as necessary to address the numerous topical areas included in SSMCP priorities.

To ensure efforts of the Partnership are planned, coordinated, and implemented with a focus on outcomes, the structure of the SSMCP is as follows:

1. General Members:

Role: The primary role of the general membership is to provide expertise, perspective and guidance to the Steering Committee on specific topics that promote the objectives of the SSMCP. Members will gather at least annually (more often, if necessary) to share best practices and receive information on changes at JBLM and Camp Murray as well as in adjacent communities. They will also be encouraged to share their insights on existing conditions and growth trends; assist in the development of the GCP and other SSMCP priority implementation; and to review any studies, products, and other information developed by staff.

a. Local government:

Role: Local governments helped establish SSMCP to improve regional collaboration and coordination with JBLM. Any local government with a mutual interest in military affairs and JBLM training and operations may be granted membership in the SSMCP.

b. Corporate Members:

Role: Corporations whose goals, objectives, and business operations are consistent with military values and SSMCP's mission, Strategic Plan and Work Plan will be considered for membership in the SSMCP. Steering Committee members have authority to approve or disapprove corporate membership by majority vote when a quorum is present.

c. Non-Profit Members:

Role: Non-profit organizations provide expertise, perspective, and guidance on specific topics and can provide information and leadership to SSMCP and can serve on working groups, ad hoc subcommittees, and the Steering Committee. Non-Profits with a mutual interest in military affairs and JBLM training and operations may be granted membership in SSMCP.

d. Individual Members:

Role: Individual community members may join the SSMCP and to learn about and support the objectives of SSMCP. Any individual with a mutual interest in military affairs and JBLM training and operations may be granted membership in SSMCP.

2. Working Group Chairs:

Role: Working Groups (WGs) will be established based on the strategies outlined in the GCP, the JLUS and on other topics of interest within the SSMCP membership. Each WG will be

represented by a spokesperson/chair that will serve as a non-voting member of the Steering Committee to represent their strategy area/topic of interest. WG chairs will be expected to report on priority implementation progress, and may also take new initiatives to the Steering Committee for consideration as part of the Partnership's annual work plan. Current WGs include Transportation & Infrastructure (T), Social Services (SS), Education (ED), Healthcare (HC), and the Business and Economic Development (BED).

3. Steering Committee:

Role: The Steering Committee (SC) is the foundation of the Partnership and the members are committed to remaining actively involved in the Partnership moving forward. The SC provides broad oversight to the implementation of the recommendations, strategies and action items outlined in the GCP and subsequent documents and identified as other SSMCP priorities. The SC coordinates the work of assigned staff with members of the Partnership, helps develop an annual work plan to implement GCP strategies and other SSMCP priorities, approves the annual work plan and annual budget, and is committed to ensuring that the SSMCP remains sustainable and has high value for the region. Finally, the SC is responsible for authorizing the creation of Working Groups (WGs) that reflect the needs, opportunities and intersection of military and community issues. Regular members will typically represent the local military installations, local and state governments, community organizations, and affected service districts in the region. The SC shall meet as necessary, but not less than quarterly, in order to coordinate the activities of assigned staff and clarify issues, formulate strategies, and propose action plans.

4. Executive Leadership Team:

Role: The Executive Leadership Team (ELT) is operational in nature, overseeing the day-to-day work of Partnership staff, activities and budget and serving as a sounding board for staff on emerging issues, problems, and initiatives that may occur during the interval between meetings of the full Steering Committee. The ELT is structured to promote timely and manageable communication and coordination between leadership and staff. The ELT has authority to negotiate and approve the terms of corporate memberships and sponsorships. The Executive Leadership Team (ELT) is open to any person, association, group, or organization having an interest in the purpose and objectives of the SSMCP, and such will be considered a member upon payment of the annual dues established by the Steering Committee.

5. Elected Officials Council:

Role: The Elected Officials Council (EOC) is the policy-making board for the SSMCP. The EOC's role is to advocate for military issues of mutual concern in the south Puget Sound region. The EOC is convened by its co-chairs, the Mayor of Lakewood, the Pierce County Executive, and the Chair of the Thurston County Commissioners at least two times annually to receive updates on military and community issues, review the SSMCP annual work plan, coordinate legislative strategies, and suggest outreach efforts to maintain a high level of visibility for these priorities. EOC meetings will conform to the Open Public Meetings Act of the State of Washington, 42.30 RCW. Each EOC member is allocated one vote on action items.

All elected leaders within Pierce and Thurston Counties, the surrounding cities and legislative districts are invited to attend EOC meetings, but a single representative from each governmental body is requested to vote and represent their interests on the EOC.

#### VI. Funding:

There is a financial commitment required to participate in the Partnership. To ensure smooth and continuous operations over time, it is desirable to structure for maximum financial stability. To that end, the financial commitment for Executive Leadership Team (ELT) and Steering Committee (SC) members are set based on the funds needed for pay, benefits, and program overhead for two full-time SSMCP staff members to focus on the work plan priorities established by the SC. Costs are also expected to include operations and administration, consultant efforts, and the commissioning of special studies as well as other activities as approved by the Steering Committee. Each year, in conjunction with preparation of the Annual Work Plan and Budget, dues will be calculated based on a methodology agreed to by a majority of the combined ELT and SC members. This commitment is outlined in Appendix A of this Agreement.

Sponsorship is encouraged to support SSMCP activities but is separate and distinct from corporate membership.

#### 1. Sponsorship:

Role: Organizations may sponsor SSMCP events, projects, or operational costs (e.g., staff time, administrative resources, marketing, etc...). Sponsorships can be at any amount agreed upon by the sponsor and SSMCP's ELT. Terms of sponsorships shall be individually negotiated. Sponsorships of SSMCP operational costs shall not affect SSMCP's mission.

a) Sponsorships shall be subject to review and recommendation for approval or denial by the Executive Leadership Team to the Steering Committee; and either a vote by the Steering Committee or, should the sponsorship be for an item or action that affects the mission of the SSMCP, a vote by the Elected Officials Council. Sponsorships will be time limited to one year or for the duration of the event sponsored.

b) Sponsors may:

- 1) Request to present information relevant to their sponsorship to the Executive Leadership Team and/or Steering Committee periodically
- 2) Attend Elected Official, Steering Committee and Working Group meetings
- 3) Interact with SSMCP members and the general public via SSMCP as provided for in their sponsorship agreement.
- 4) Request contact information for SSMCP members (i.e., mailing and e-mailing addresses)

#### VII. Formation of Ad hoc Subcommittees:

The Partnership may be supported by technical experts, advisors, and community staff and leadership in various agency, jurisdictional, non-profit, and institutional capacities. Ad hoc subcommittees will be formed by action of the SC as necessary to carry out the specific recommendations and strategies of the GCP or other SSMCP priorities.

#### VIII. Review/Changes:

The signatories (or their successors) will review this MOA periodically, but no less than **bi-annually**. Proposed changes to this MOA will be in writing and shall be subject to approval in any event by the signatories or their successors.

#### IX. Effective Date and Termination:

This Agreement is effective when signed and shall remain in effect until terminated by a majority of the Steering Committee members in good standing. Any member partner may terminate its membership in the Partnership by providing no less than 30 days written notice to the Partnership of the desired termination date. Upon terminating its membership, a member forfeits its membership dues to SSMCP.

Upon termination without renewal or replacement of this MOA, or upon dissolution of the SSMCP, any unencumbered SSMCP funds shall be returned, pro rata, to its then current membership (i.e., General, Working Group, Steering Committee, and Executive Leadership Team members will each receive an amount proportional to the percentage of each type of membership within SSMCP's total membership divided by the total number of their type of member.)

#### X. Indemnification:

Each Party shall defend, indemnify and hold each other harmless from any and all claims, demands, suits, actions, judgments, recoveries, liabilities, penalties, costs and expenses, including, but not limited to reasonable attorneys' fees, resulting from damage or bodily injury, including death, to the extent caused by a Party's breach of this Agreement or the negligent actions or omissions of that Party, or its employees, agents, or officers, elected or appointed. The foregoing indemnity specially covers actions brought by the Party's own employees, and each Party agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of immunity under Washington's Industrial Insurance Act, RCW Title 51, but only as to the Party entitled to indemnity and only to the extent necessary to provide a full and complete indemnity as required under this Section. The indemnification obligation provided in this section shall survive the expiration or earlier termination of this Agreement for the duration of any applicable statute of limitations.

#### XI. Effect of Agreement:

This MOA is an internal agreement and does not confer any rights upon any individual or other entity. This MOA sets forth mutual goals and approaches. This MOA is not intended to create any rights, benefits, or other responsibilities, either substantive or procedural, nor is it enforceable as law or equity by a party against the U.S., its agencies, its officers, or any other person.

Nothing in this MOA shall obligate members to expend other monies or enter into any contract or other obligation. Nothing in the MOA shall be interpreted as limiting, superseding, or otherwise affecting the Parties' normal operations or decisions in carrying out their statutory or

# EXHIBIT A

## Membership and Annual Financial Commitment

The Executive Leadership Team (ELT) will be comprised of:

1. Joint Base Lewis-McChord Headquarters (advisory only, *ex officio*)
2. Members who pay the identified financial commitment

Local governments will be represented by the chief appointed official, or his/her designee, of their jurisdiction. JBLM will be represented by the Joint Base Commander (JBC) and/or his Chief of Staff. ELT members will also be members of the Steering Committee, and on an annual rotating basis (or other arrangement) each member of the ELT will serve as chair of the Steering Committee at the regular monthly meeting.

The Steering Committee (SC) will be comprised of ELT members, regular members and Working Group (WG) Chairs who pay the identified financial commitment.

The chief appointed official, or his/her designee, from local governments will represent their jurisdiction on the SC.

Working Groups (WG) consist of representatives from the numerous military, public and private sector interests in SSMCP's region that interact regarding issues arising from the presence of JBLM and Camp Murray. WG Chairs will be the chief appointed officials, or their designees, of those members that pay the financial commitment to serve as chair.

### Financial Commitments

Financial commitments are tiered based on level of involvement, as follows:

1. Executive Leadership Team (ELT): \$50,000 annually unless this amount is prohibited by law, regulation, or local policy.
2. Steering Committee (SC): \$6,500 annually unless this amount is prohibited by law, regulation, or local policy.
3. Working Group (WG) Chairs: \$2,500 annually for as long as they actively chair a WG.\*
4. General Members: \$500 annually.
  - a. Corporate Members: individually negotiated by the ELT and reviewed and approved by the SC.
  - b. Non-profit Members: \$100 annually for non-profits with annual revenue under \$1,000,000 and a negotiated membership rate for those with higher annual revenue.
  - c. Individual Members: \$50 annually
5. Corporate Sponsorships: Individually negotiated by the ELT. Sponsorships may or may not include the amount for a corporate membership.

Membership costs may be reduced through in-kind donations with advance approval of the majority of SC members in good standing. An example of an acceptable in-kind donation is staff



time dedicated to SC Work Plan priorities that is significantly above and beyond that expected of all SC members in their role on the SC.

*\*An exception has been approved by the Steering Committee for the Tacoma-Pierce County Health Department who shall pay \$500 to cover its WG Chair costs and the remainder through in-kind services.*

### **SSMCP Members**

Executive Leadership Team:

1. City of Lacey
2. City of Lakewood
3. Pierce County
4. Joint Base Lewis-McChord Headquarters (*ex officio*)
5. Other members who may join by paying financial commitment

Steering Committee Members:

1. City of DuPont
2. City of Tacoma
3. City of University Place
4. City of Yelm
5. Thurston County
6. Nisqually Tribe
7. Joint Base Lewis-McChord Headquarters
8. WA Military Department
9. Other members who may join by paying financial commitment

2018 Working Group Chairs:

WG Chairs will be the chief appointed officials, or their designees, of those members that pay the financial commitment to serve as chair.

1. Tacoma-Pierce County Chamber (as Chair of the Business & Economic Development WG)
2. Tacoma-Pierce County Health Department (as Chair of the Health Care WG)
3. United Way of Pierce County (as Chair of the Social Services WG)
4. Washington State Department of Transportation (as co-Chair of the Transportation WG).
5. Thurston Regional Planning Council (as co-Chair of the Transportation WG)
6. Pierce Transit (as co-Chair of the Transportation WG)
7. Clover Park School District (Chair of the Education WG) and South Puget Sound Community College (Chair of the Higher Education WG)
8. If needed, other WGs will be formed at the request of the SC, and Chairs will be appointed accordingly.

## Invoicing

The City of Lakewood will act as the fiduciary agent for the SSMCP and will be responsible for invoicing the members pursuant to this agreement.

After signature, members will be invoiced for annual membership fees. Invoicing will begin in October of the preceding year. Membership fee payment that is not received by February 1 will be considered late and will suspend the member's meeting attendance and voting privileges. A member's good standing will be reinstated upon receipt of the full membership fee.

Annual fees shall be prorated on a monthly basis during the first year for members who join after January 1 of that year; such members will pay full fees in subsequent years.

### Attachment A: Membership Structure to 2017 MOA

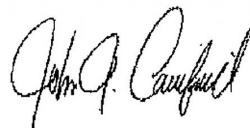


regulatory duties. This MOA does not limit or restrict members from participating in similar activities or arrangements with other agencies.

Signed, dated and acknowledged:



Pierce County



City of Lakewood



City of Lacey



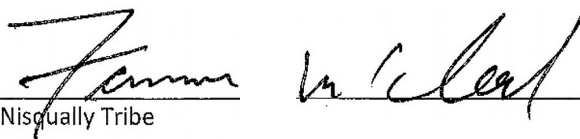
City of DuPont



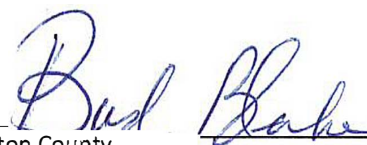
City of Yelm



Joint Base Lewis – McChord Headquarters



Nisqually Tribe



Thurston County

City of Tacoma



City of University Place