

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JUNE 2, 2011

Contract/Lease Control #: #C11-1876-GM

Bid #: NA Contract/Lease Type: INTERLOCAL

Award To/Lessee: WALTON COUNTY

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 4/19/2011

Expiration Date: INDEFINITE

Description of Contract/Lease: MILITARY SUSTAINABILITY PARTNERSHIP

Department Manager: GM

Department Monitor: ELLIOT KAMPERT

Monitor's Telephone #: 651-7180

Monitor's FAX # OR E-Mail: EKAMPERT@CO.OKALOOSA.FL.US

Date Closed: \_\_\_\_\_

Cc: Finance Dept Contracts & Grants Division

**INTERLOCAL AGREEMENT  
BETWEEN  
WALTON COUNTY AND OKALOOSA COUNTY  
regarding  
CREATION OF, MEMBERSHIP IN, AND OPERATION OF THE  
NORTHWEST FLORIDA MILITARY SUSTAINABILITY PARTNERSHIP**

THIS INTERLOCAL AGREEMENT made and entered into this 19<sup>th</sup> day of April, 2011 by and between Okaloosa County, a political subdivision of the State of Florida, whose mailing address is 1804 Lewis Turner Boulevard, Fort Walton Beach, Florida 32547, acting by and through its County Commission ("Okaloosa County"), and Walton County, a political subdivision of the State of Florida, whose mailing address is 76 North Sixth Street, DeFuniak Springs, Florida, 32435, acting by and through its County Commission ("Walton County").

**Section 1. INTENT**

This Interlocal Agreement provides for the creation of, membership in, and operation of the Northwest Florida Military Sustainability Partnership, a newly-formed entity created for the purpose of providing a permanent intergovernmental agency dedicated to the viability of existing and future potential missions at Eglin Air force Base, Eglin, Reservation, and Hurlburt Field. The governmental body shall be known as the Northwest Florida Military Sustainability Partnership, hereinafter referred to as "Partnership". The Partnership shall fulfill its purpose by:

- (1) Overseeing and coordinating implementation of the June 2009 Eglin Joint Land Use Study as may be amended from time to time;
- (2) Coordinating amongst the various governmental agencies and private entities implementation of the July 2010 Tri-County Growth Management Plan as may be amended from time to time;
- (3) Facilitating the provision of infrastructure and services that serve the military installations and the surrounding communities by providing for the inter-jurisdictional review of the Partnership members' capital improvements plans and programs in order to identify opportunities for the inter-jurisdictional coordination that would enable the most cost-effective means of addressing the existing and emerging infrastructure and service needs of the military installations and surrounding communities.

**Section 2. MEMBERSHIP; TERMS OF OFFICE; OFFICERS; QUORUM; MEETINGS; REMOVAL**

- (1) Membership. One member and alternate will be designated by Walton County.
- (2) Terms of Office. The terms of office for the Walton County member and alternate shall be 3 years. Each term shall expire on June 30 in the year of expiration of the term.
- (3) Each member and alternate shall be formally appointed for a term of office by the Walton County Board of County Commissioners.
- (4) The Chair will be the member appointed by the Okaloosa County Commission. This is reflective of Okaloosa County's financial commitment to the activities of the partnership. To the extent other participants are willing to provide financial assistance to the Partnership's activities, the chairmanship may be reapportioned. A Vice-chair and Secretary shall be selected by and from the Partnership members. In absence of a member who is an office holder, that member's alternate shall fulfill the office of the member. To promote continuity, the term of office for the Chair shall be three (3) years, the term of office for the Vice-chair and Secretary shall be one (1) year, and no person, including the Chair, shall hold the same office for more than two consecutive terms.

Instr # 2706707 BK: 2986 PG:2278,Page 1 of 3  
Recorded 05/27/2011 at 10:41 AM,  
RECORDING: \$15.00 RECORDING ARTICLE V: \$12.00

- (5) A quorum shall consist of a simple majority of the membership, and action shall be taken by a simple majority vote of those members in attendance.
- (6) A member or alternate may be removed by that member's or alternate's governing authority.
- (7) Except as otherwise provided, vacancies in office shall be filled by the governing body for which the vacancy in the Partnership exists for the balance of the term. In such cases, the appointment shall be made by the appropriate governing body not later than 30 days after the office has become vacant.
- (8) At any time during a term that a member shall become a constitutional officer of his or her respective community, other than County Commissioner, City Councilmember, Mayor, or any other local jurisdiction governing body, the member shall cease to be a member as of such time, and the governing body of the member's agency shall appoint another member to serve the remaining term of office; and a resignation from such office shall not restore such person to the Partnership.

### Section 3. POWERS

The Partnership shall have all power and authority necessary, convenient, or desirable to accomplish the purposes of this agreement, including, but not limited to, the power to:

- (1) Adopt rules for the regulation of its affairs and the conduct of its business, and rules for the operation of the system, and to enforce and administer all such rules;
- (2) Recommend personnel to serve as Executive Director and other staff as necessary whose duties shall be recommended by the Partnership (with the approval of the Okaloosa County Commission) as necessary to carry out the duties and responsibilities as directed by the Partnership. The Executive Director and any other staff of the Partnership will be employees of Okaloosa County;
- (3) Provide oversight of the duties of the Executive Director in the implementation of the 2009 Joint Land Use Study, 2010 Growth Management Plan, and the ongoing activities supporting Eglin Air Force Base and Hurlburt Field as sustainable installations. The Partnership may also plan for and study those emerging issues and projects, as necessary, including the feasibility of constructing, operating, and maintaining such projects deemed necessary to the provision of current infrastructure and services that serve the military installations and the surrounding communities, and, through the appropriate jurisdiction(s), to provide such infrastructure and services that serve the needs of the military installations in Okaloosa, Santa Rosa, and Walton Counties, and plan for and study the environmental and economic feasibility of such projects;
- (4) Coordinate and encourage public and private development in connection with the outcomes of such studies as referenced above;
- (5) Coordinate the application for and acceptance of grants and coordinate donations of any type of property, labor, and other things of value from public and private sources to the appropriate jurisdiction;
- (6) Recommend to employ or contract for technical experts, consultants, or other staff as may be deemed necessary and to determine their qualifications, duties, and compensation; and may appoint any advisory committee deemed necessary;
- (7) Do all acts necessary in order to carry out the purposes of this act.

### Section 4. LOCATION, ADMINISTRATIVE SUPPORT

The Partnership will maintain an office in Okaloosa County. As such, the Okaloosa Board of County Commissioners shall provide office space in one of its office facilities for any staff of the Partnership, as well as the necessary computer, desk, use of a County vehicle, office supplies, and other costs typically associated with office work.

Section 5. NOTICE OF MEETINGS

The Partnership shall give reasonable notice of those meetings required by Florida's Sunshine Laws.

Section 6. POWERS GRANTED, SUPPLEMENTAL

The powers granted by this act shall be regarded as supplemental and additional to powers conferred by other laws, and, unless inconsistent with such powers, shall not be regarded as in derogation of or as repealing any powers now existing under any law, whether general, special, or local.

Section 7. FINANCIAL RECORDS, AUDIT

The financial records of the Partnership will be maintained by Okaloosa County and shall be audited as part of the County's Annual Financial Audit.

Section 8. INTENDED PROVISIONS OF THIS AGREEMENT

It is intended that the provisions of this Agreement shall be liberally construed for accomplishing the work authorized and provided for or intended to be provided for by this Agreement, and where strict construction would result in the defeat of the accomplishment of any part of the work authorized by this Agreement, and a liberal construction would permit or assist in the accomplishment of any part of the work authorized by this Agreement, the liberal construction shall be chosen.

Section 9. CONFLICT

In the event of a conflict of the provisions of this act with the provisions of any other act, the provision of this act shall control to the extent of such conflict.

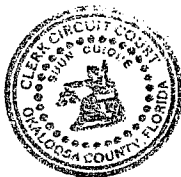
Section 10. SEVERABILITY; EFFECTIVE DATE

Should any work, phrase, sentence, subsection, section or other part of this Agreement be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then the part so held shall be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect. This Agreement shall take effect as provided by law.

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into the Interlocal Agreement on the date and year written above.

ATTEST:

Dany J. Stanford  
DON W. HOWARD, Clerk



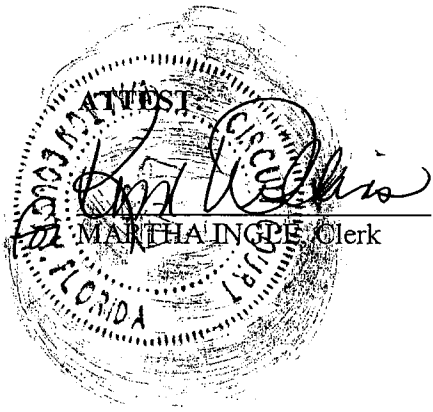
BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY, FLORIDA

William J. Campbell #1  
By: JAMES CAMPBELL, Chairman



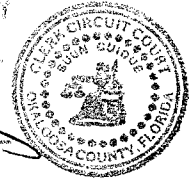
BCC approval on April 19, 2011

BOARD OF COUNTY COMMISSIONERS  
WALTON COUNTY, FLORIDA



By: Larry D. Jones  
LARRY D. JONES, Chairman

CERTIFIED A TRUE  
AND CORRECT COPY  
DON W. HOWARD  
CLERK CIRCUIT COURT  
BY: Brenda Bailey  
DEPUTY CLERK



DATE 6-1-11

**WALTON COUNTY, FLORIDA**  
**Board of County Commissioners**

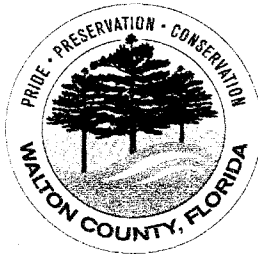
Scott A. Brannon, District 1, Vice-Chair

Kenneth Pridgen, District 2

Larry D. Jones, District 3, Chair

Sara Comander, District 4

Cecilia Jones, District 5



P.O. Box 1355  
DeFuniak Springs, FL 32435

Phone: (850) 892-8155

(850) 892-8156

Fax: (850) 892-8454

Acting County Administrator  
Gerry Demers

April 27, 2011

Okaloosa County Board of Commissioners  
Jim Campbell, Chairman  
1804 Lewis Turner Boulevard  
Fort Walton Beach, Florida 32547

Dear Mr. Jim Campbell:

I have enclosed (1) original of the Interlocal Agreement between Walton County and Okaloosa County regarding the Creation Of, Membership In, and Operation of the Northwest Florida Military Sustainability Partnership. Please sign and have recorded. Please mail our office a certified copy of the recorded agreement to the address above.

If you have any questions, please feel free to contact me at 850-892-8155.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Price".

Cindy Price

Executive Assistant

Walton County Administration