

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JUNE 2, 2011

Contract/Lease Control #: #C11-1873-GM

Bid #: NA Contract/Lease Type: INTERLOCAL

Award To/Lessee: CITY OF MARY ESTHER

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.....

regarding

**CREATION OF, MEMBERSHIP IN, AND OPERATION OF THE NORTHWEST FLORIDA
MILITARY SUSTAINABILITY PARTNERSHIP**

THIS INTERLOCAL AGREEMENT made and entered into this 19th 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 Commissioners (the "County"), and

the **Town of Cinco Bayou**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 10 Yacht Club Drive, Cinco Bayou, Florida 32548, acting by and through its Town Council (the "Town"), and

the **City of Crestview**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 198 North Wilson Street, Crestview, Florida 32536, acting by and through its City Council (the "City"), and

the **City of Destin**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 4200 Indian Bayou Trail, Destin, Florida 32541, acting by and through its City Council (the "City"), and

the **City of Fort Walton Beach**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 107 Miracle Strip Parkway SW, Fort Walton Beach Florida 32548, acting by and through its City Council (the "City"), and

the **City of Laurel Hill**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 8209 Highway 85 North, P O Box 158, Laurel Hill, Florida 32567, acting by and through its City Council ("the City"), and

the **City of Mary Esther**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 195 Christobal Road North, Mary Esther, Florida 32569, acting by and through its City Council ("the City"), and

the **City of Niceville**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 208 North Partin Drive, Niceville, Florida 32578, acting by and through its City Council ("the City"), and

Instr # 2706700 BK: 2986 PG: 2219, Page 1 of 8
Recorded 05/27/2011 at 10:41 AM,
RECORDING: \$37.50 RECORDING ARTICLE V: \$32.00

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the **Town of Shalimar**, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is 2 Cherokee Road, Shalimar, Florida 32579, acting by and through its Town Council ("the Town"), and

Walton County, a political subdivision of the State of Florida, whose mailing address is 76 North Sixth Street, DeFuniak Springs, Florida 32433, acting by and through its County Commission ("the County"), and

the **City of DeFuniak Springs**, a political subdivision of the State of Florida, whose mailing address is 71 US Highway 90 West, DeFuniak Springs, Florida 32433, acting by and through its City Council ("the City"), and

Santa Rosa County, a political subdivision of the State of Florida, whose mailing address is 6495 Caroline Street, Suite M, Milton, Florida 32570, acting by and through its County Commission ("the 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 governmental 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; and
- (3) facilitating the cost effective provision of infrastructure and services that serve the military installations and the surrounding communities by providing for the inter-jurisdictional review and coordination of the Partnership members' capital improvements plans and programs with the existing and emerging infrastructure and service needs of the military installations.

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

(1) **Membership.** One member and alternate will be designated by each government agency signatory to this agreement. Non-governmental agency membership will be by Memorandum of Agreement and will also provide one member and alternate.

(2) **Terms of Office.** The terms of office for each 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 each respective member's and alternate's governing body.

(4) The Chair will be the member appointed by the Okaloosa County Commission. A vice chair, and secretary shall be selected by and from the Partnership members. In the absence of a member who is an office holder, that member's alternate shall fulfill the office of the member. The term of office for the vice chair and secretary shall be 1 year, and no person shall hold the same office for more than two consecutive terms.

(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, but only for grounds constituting misfeasance, neglect of duty, incompetence, permanent inability to perform his or her official duties, or commission of a felony. The unexcused failure to attend three consecutive regular meetings of the Partnership shall be deemed neglect of duty, without limiting the meaning of that term.

(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 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 and salaries 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;

(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 to provide for 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 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 other 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 provisions of this act shall control to the extent of such conflict.

Section 10. SEVERABILITY; EFFECTIVE DATE

Should any word, 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 THEREOF, the parties, by and through the undersigned, have entered into the Interlocal Agreement on the date and year written above.

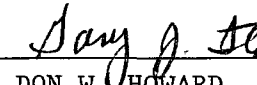
BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

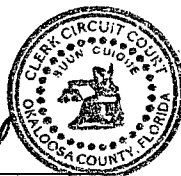
BY: 

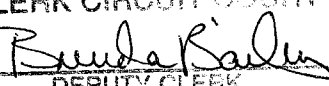
JAMES CAMPBELL
CHAIRMAN

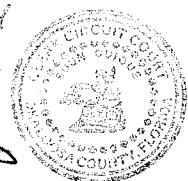


ATTEST:


DON W. HOWARD
CLERK OF COURTS



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



DATE 6-1-11

DON W. HOWARD
Clerk of Court

THE TOWN OF CINCO BAYOU

BY: _____
THERESA FARLEY
MAYOR

ATTEST:

CITY CLERK

THE CITY OF CRESTVIEW

BY: _____
DAVID CADLE
MAYOR

ATTEST:

CITY CLERK

THE CITY OF DESTIN

BY: _____
SARAH SEEVERS
MAYOR

ATTEST:

CITY CLERK

THE CITY OF FORT WALTON BEACH

BY: _____

MICHAEL ANDERSON
MAYOR

ATTEST:

CITY CLERK

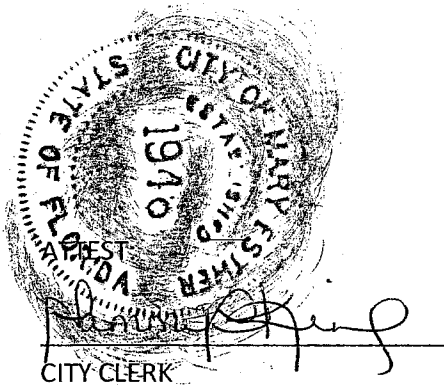
THE CITY OF LAUREL HILL

BY: _____

MAYOR

ATTEST:

CITY CLERK



THE CITY OF MARY ESTHER

BY: Margaret Mclemore
MARGARET MCLEMORE
MAYOR

THE CITY OF NICEVILLE

BY: _____

RANDALL WISE
MAYOR

ATTEST:

CITY CLERK

THE TOWN OF SHALIMAR

BY: _____

GARY COMBS
MAYOR

ATTEST:

CITY CLERK

BOARD OF COUNTY COMMISSIONERS,
WALTON COUNTY, FLORIDA

BY: _____

SCOTT BRANNON
CHAIRMAN

ATTEST:

MARTHA INGLE
Clerk of Courts

THE CITY OF DEFUNIAK SPRINGS

BY: _____

C. HAROLD CARPENTER
MAYOR

ATTEST:

CITY CLERK

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

BY: _____

LANE LYNCHARD
CHAIRMAN

ATTEST:

MARY M. JOHNSON

Clerk of Courts