

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: JUNE 2, 2011

Contract/Lease Control #: #C11-1872-GM

Bid #: NA Contract/Lease Type: INTERLOCAL

Award To/Lessee: SANTA ROSA 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**  
**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 Commissioners (the "County"), 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 COURT

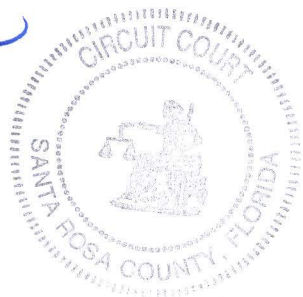


**BOARD OF COUNTY COMMISSIONERS  
SANTA ROSA COUNTY, FLORIDA**

BY:   
LANE LYNCHARD  
CHAIRMAN

**ATTEST:**

  
MARY M. JOHNSON  
CLERK OF COURTS



*see SCC Approval 1/13/2011*