## **EXHIBIT B**

# **CONTRACT & LEASE AGREEMENT CONTROL FORM**

Date: 2/27/2008

Contract/Lease Control #: C08-1607-TDI-94

Bid #: N/A

Contract/Lease Type: AGREEMENT/MOU

Award to/Lessee: EGLIN AFB

Lessor:

Effective Date: 2/19/2008

Amount: \$0

Term/Expires: INDEFINITE

Description of Contract/Lease: BEACH & DUNE RESTORATION

Department Manager: TDC

**Department Monitor: D. JONES** 

Monitor's Telephone #: 651-7131

Monitor's Fax #: 651-7149

**Date Closed:** 

#### MEMORANDUM OF UNDERSTANDING

#### **BETWEEN**

CONTRACT: BEACH & DUNE RESTORATION MOU

CONTRACT NO.: C08-1607-TDI-94

EGLIN AFB

EXPIRES: INDEFINITE

EGLIN AIR FORCE BASE

**AND** 

## **OKALOOSA COUNTY**

#### THROUGH THE

## OKALOOSA COUNTY TOURIST DEVELOPMENT COUNCIL

- **1. PURPOSE.** This Memorandum of Understanding (MOU) establishes a framework by which Eglin Air Force Base (Eglin) and Okaloosa County (County), through the Okaloosa County Tourist Development Council (TDC) agree to seek opportunities to cooperate in activities to advance beach and dune restoration and management for Santa Rosa Island, Okaloosa County, Florida.
- **2. RESPONSIBILITIES.** Subject to applicable federal laws, regulations and policy: Eglin and the TDC will:
- a. Provide each other, on regular basis, updates through written correspondence, coordination meetings, and other mechanisms on program activities, technology applications, development and related work pertaining to cooperative activities pursued under this MOU.
- b. Provide leadership and program oversight of the cooperative activities conducted under this MOU.
- c. Review overall program requirements and cooperative arrangements under this MOU at least annually. Both Parties may establish work groups, and review and approve group charters partnerships, work plans and reports.
- d. Collaborate in the conduct of a broad range of application projects that support beach and dune restoration and management.
  - e. Work cooperatively in the exchange of scientific data, information and products.
- f. Cooperate on joint beach and dune restoration and management activities that may involve other partners of either organization.
- 3. MUTUAL UNDERSTANDINGS. It is mutually agreed and understood by the parties that:
- a. Specific activities to be conducted under this MOU and the method of their implementation will be defined on a case-by-case basis by Eglin and the TDC, considering the merit of the proposed activity, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. As appropriate, implementation of specific activities under this MOU will be outlined in separate agreements, such as work plans or statements of work, which will be coordinated through mutual agreement between the Executive Director, Okaloosa County Tourist Development Council and the

96th Air Base Wing Commander or their designated representatives, and independently authorized by appropriate statutory or other authority.

- b. This MOU defines the general terms upon which Eglin and the TDC will cooperate. Performance by either Party under the terms of this MOU is subject to availability of appropriated funds and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds or transfer of anything of value. between Parties to this MOU will be handled in accordance with applicable laws, regulations and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements, such as work plans or statements of work, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority.
- c. The activities conducted or data developed under this MOU may be documented and made available through appropriate journals, publications or other established channels, consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties are given an opportunity to review and concur with manuscripts prior to publication.
- d. The Parties agree that sharing credit is mutually beneficial and will assure that appropriate citation and attribution is given for work performed under this MOU. Uses of a Party's logo or seal, however, will require advance approval by that Party.
  - e. This MOU may be modified or amended by mutual agreement of both Parties in writing.
- f. The MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party. Otherwise, this MOU will remain in effect indefinitely.
- **4. POINTS OF CONTACT.** The following individuals will be the points of contact for this MOU.

#### EGLIN AIR FORCE BASE

Name: Col Dennis D. Yates

Title: Commander, 96th Civil Engineer Group

Address:

501 DeLeon Street, Suite 100 Eglin AFB FL 32542-5133

**Phone #**: 850-882-2876

## **OKALOOSA COUNTY TOURIST DEVELOPMENT COUNCIL**

Name: Mr. Darrel Jones

Title: Executive Director of TDC

Address:

1540 Miracle Strip Parkway SE Ft Walton Beach FL 32548 **Phone #:** 850-651-7131

**5. EFFECTIVE DATE.** The Parties have executed this MOU as of the last date indicated below.

ERIC A. POHLAND, Col, USAF Commander, 96th Air Base Wing DARREL JONES - CMP, RMP, ITS

**Executive Director of TDC** 

JAMES CAMPBE

Chairman

Okaloosa County Commissioner

Date: 31 Dec 07

Date:

Date: Approved Feb. 19,2000