

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/17/2024

Contract/Lease Control #: L21-0493-AP

Procurement#: NA

Contract/Lease Type: LEASE-AGREEMENT

Award To/Lessee: SOUTHWEST AIRLINES CO.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/20/2021

Expiration Date: 09/30/2026

Description of: SIGNATORY AIRLINE OPERATING AGREEMENT AND
TERMINAL BUILDING LEASE

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: <u>L210493-AP</u>		Tracking Number: <u>508724</u>
Procurement/Contractor/Lessee Name: <u>Southwest Airlines</u>		Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>3rd Amendment</u>		
Date/Term: <u>9-30-24</u>	1. <input checked="" type="checkbox"/> GREATER THAN \$100,000	
Department #: <u>4201B</u>	2. <input type="checkbox"/> GREATER THAN \$50,000	
Account #: <u>344104</u>	3. <input type="checkbox"/> \$50,000 OR LESS	
Amount: <u>Retiree</u>		
Department: <u>Airport</u>	Dept. Monitor Name: <u>Stoge</u>	

Purchasing Review

Procurement or Contract/Lease requirements are met: <u>DeRita Mason</u>		Date: <u>2-1-24</u>
Purchasing Manager or designee:	DeRita Mason, Erin Poole, Amber Hammonds	

2CFR Compliance Review (if required)

Approved as written: <u>no Federal Inv</u>	Grant Name: _____
Grants Coordinator: _____	Date: _____
Suzanne Ulloa	

Risk Management Review

Approved as written: <u>see mail attached</u>	Date: <u>2-2-24</u>
Risk Manager or designee: _____	Lydia Garcia

County Attorney Review

Approved as written: <u>see mail attached</u>	Date: <u>2-9-24</u>
County Attorney: _____	Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____	Date: _____
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IT Review (if applicable)

Approved as written: _____	Date: _____
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DeRita Mason

From: Odessa Cooper-Pool
Sent: Friday, February 2, 2024 3:50 PM
To: DeRita Mason; Lynn Hoshihara
Cc: Kerry Parsons; Jacqueline Matichuk
Subject: RE: Coordination - L21-0493-AP Amendment Three
Attachments: L21-0493-AP Southwest Amendment #3.docx; Exhibit C - Southwest.pdf

Good afternoon DeRita,

The 3rd Amendment for the Southwest Airlines Co. terminal lease has been reviewed and is approved by Risk Management. There were no changes made to the insurance requirements.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, February 1, 2024 2:09 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: FW: Coordination - L21-0493-AP Amendment Three

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, February 9, 2024 12:40 PM
To: DeRita Mason
Cc: Kerry Parsons
Subject: Re: Coordination - L21-0493-AP Amendment Three
Attachments: L21-0493-AP Southwest Amendment #3 2.9.24.docx

DeRita,

With the attached changes, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Thursday, February 1, 2024 3:09 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk
Subject: FW: Coordination - L21-0493-AP Amendment Three

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPFO, CPPB, NIGP-CPP
Purchasing Manager
Okaloosa County Purchasing Department
5479A Old Bethel Road

THIRD AMENDMENT
SIGNATORY AIRLINE OPERATING AGREEMENT AND
TERMINAL BUILDING LEASE
L21-0493-AP
SOUTHWEST AIRLINES AT THE
DESTIN – FORT WALTON BEACH AIRPORT

This Third Amendment made and entered into this 15th day of October, 2024, (the "Amendment") hereby amends Lease L21-0493-AP ("Lease Agreement"), between Southwest Airlines Co., ("Airline"), and Okaloosa County, Florida through its Board of County Commissioners ("County"). The County and Airline are each referred to as a "party" and, together, are referred to herein as the "parties."

WITNESSETH:

WHEREAS, on April 20, 2021, Airline entered into the Lease Agreement related to operating at the Destin – Fort Walton Beach Airport ("VPS") with a current expiration date of September 30, 2026; and

WHEREAS, pursuant to an amendment to the Lease Agreement dated August 3, 2021, (the "First Amendment"), Airline leased additional space in the cargo building and Attachment A was added; and

WHEREAS, pursuant to an amendment to the Lease Agreement dated December 5, 2023, (the "Second Amendment" together with the Lease Agreement and the First Amendment, the "Agreement"), the parties added clarifying language, extended the term and amended Exhibit C – Terminal Space Plan; and

WHEREAS, the Airline has now requested to make additional changes to their leased space in the cargo building and the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties consent to and agree to the following:

AMENDMENT

The Agreement is hereby further amended as follows:


1. Delete Attachment A, which was added with the First Amendment.
2. Exhibit C – Terminal Space Plan is amended to reflect updates to the leased cargo building space, including the removal of four hundred eighty (480) square feet, which was added with the First Amendment, and adding a depiction of the remaining three hundred sixty-four (364) square feet from the original Agreement. Amended Exhibit C – Terminal Space Plan is attached hereto and incorporated herein by reference.

3. Airline will pay a fee of one thousand nine hundred eighty-five dollars and one cent (\$1,985.01) monthly, plus tax, retroactive to January 1, 2024, for the new cargo space footprint provided for under this Third Amendment. The standard rental rate for the cargo building is one-half the terminal rental rate of \$65.44 per square foot per year, which is subject to adjustment annually.

4. All other provisions of the Agreement shall remain in full force and effect through the duration of the Lease term.

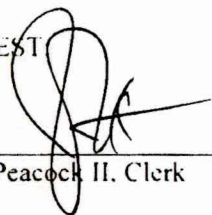
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA


Paul Nixon, Chairman
Date: 10/15/2024




ATTEST


J.D. Peacock II, Clerk



SOUTHWEST AIRLINES CO.


Name: Stephen F. Sisneros
Title: Vice President-Airport Affairs
Date: 9/4/2017

ATTEST:


Witness 1/Signature

Hollye Gaman
Witness 1 Printed Name

2702 LoveField Dr. Dallas, TX 75235
Witness 1 Address


Witness 2 Signature

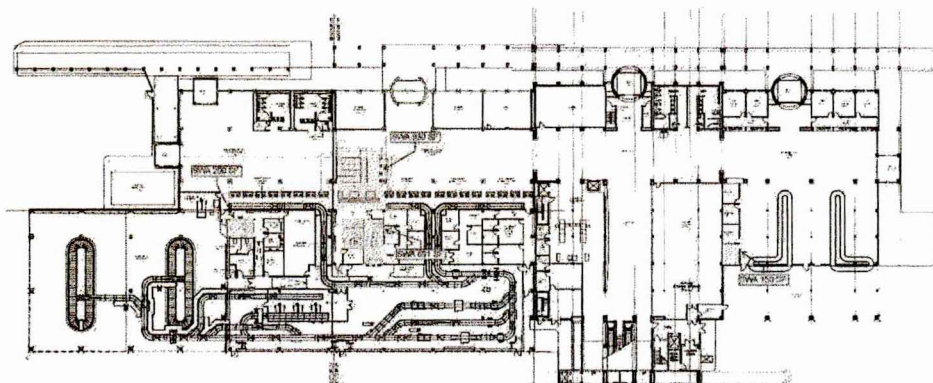
Tanya Jones
Witness 2 Printed Name

2702 LoveField Dr. Dallas, TX 75235
Witness 2 Address

Exhibit C - Terminal Building Plan

**Southwest Airlines Total Floor Space Area
in the Main VPS Terminal = 3,989 SF**

First Floor (offices and ticketing) = 1,971 SF



Second Floor

**Gate B1 Holdroom
Area = 2,018 SF**

GATE B1



CARGO BAY #5 364SF

Southwest Airlines - Cargo Bay 5

