

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/15/2022

Contract/Lease Control #: C17-2593-AP

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKHEED MARTIN CORPORATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2022

Expiration Date: 08/01/2032

Description of: BAILMENT AGREEMENT

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: C17-2593AP Tracking Number: 4576-22  
Procurement/Contractor/Lessee Name: Lockheed Martin Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment # 1  
Date/Term: 8-1-32 1.  GREATER THAN \$100,000  
Department #: NA 2.  GREATER THAN \$50,000  
Account #: NA 3.  \$50,000 OR LESS  
Amount: NA  
Department: Airport Dept. Monitor Name: Staje

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 7-19-22  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: No Federal Aid Grant Name: \_\_\_\_\_  
\_\_\_\_\_  
Grants Coordinator Suzanne Ulloa Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached 7-20-22 Date: \_\_\_\_\_  
\_\_\_\_\_  
Risk Manager or designee Kristina LoFria

**County Attorney Review**

Approved as written: see email attached Date: 8-9-22  
\_\_\_\_\_  
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Kristina LoFria  
**Sent:** Wednesday, July 20, 2022 8:51 AM  
**To:** DeRita Mason  
**Subject:** RE: Lockheed Bailment Agreement C17-2593-AP

DeRita,

Good morning, this agreement is approved by Risk, no insurance element.

Thank You

*Kristy LoFria*

Safety Coordinator  
Okaloosa County BOCC-Risk Management-  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



For all things Wellness please visit:  
<http://www.myokaloosa.com/wellness>

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

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](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, July 19, 2022 3:50 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>; Kristina LoFria <[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)>  
**Subject:** FW: Lockheed Bailment Agreement C17-2593-AP

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Monday, August 8, 2022 1:41 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons  
**Subject:** Re: Lockheed Bailment Agreement C17-2593-AP  
**Attachments:** Lockheed Bailment Amendment 8.8.22.docx

DeRita,

With the attached changes, this amendment is approved.

Lynn

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** DeRita Mason  
**Sent:** Tuesday, July 19, 2022 4:49 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Kristina LoFria  
**Subject:** FW: Lockheed Bailment Agreement C17-2593-AP

Good afternoon,  
Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason, CFPB, NIGP-CPP  
Senior Contracts and Lease Coordinator

CONTRACT: C17-2593-AP  
LOCKHEED MARTIN CORPORATION  
BAILMENT AGREEMENT  
EXPIRES: 08/01/2032

FIRST AMENDMENT OF BAILMENT AGREEMENT GENERAL PROVISIONS  
FOR LOAN PROPERTY FROM LOCKHEED MARTIN TO  
OKALOOSA COUNTY, FLORIDA  
CONTRACT C17-2593-AP

This First Amendment of the Bailment Agreement, made and entered into this 15<sup>th</sup> day of Sept, 2022, hereby amends the Bailment Agreement between Lockheed Martin Corporation, acting by and through its Lockheed Martin Aeronautics Company, ("Bailor"), dated August 1, 2017 and Okaloosa County, Florida ("Bailee") through its Board of County Commissioners ("County").

**WITNESSETH:**

**WHEREAS**, on August 1, 2017, the parties entered into a Bailment Agreement, C17-2593-AP, ("Agreement") for the loan of a 1/5<sup>th</sup> scale F-35 model for display at the Destin-Fort Walton Beach Airport, with a current expiration date of August 1, 2022; and

**WHEREAS**, the parties wish to extend the Agreement for an additional ten (10) years.

**NOW THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties' consent to and agree to the following:

**AMENDMENT**

The Agreement is amended as follows:

1. Section 4 titled "Place of Return of the Property", is deleted and replaced as follows:

The Property shall be returned by Bailee to Bailor at USAF Armament Museum on or before 1 August 2032 (unless additional time is agreed upon by both parties) with transportation paid by Bailee, unless Bailor, determines that the Property shall be returned at an earlier date. In such case, Bailee shall promptly take such action as Bailor may direct with respect to the removal and shipment of the Property. Alternatively, the period of bailment may be extended in writing by the parties. Upon Bailor's request, and in any event upon the completion, termination, or cancellation of this Agreement, Bailee shall return the Property to Bailor or make such other disposition thereof as is directed by Bailor.

This Amendment shall be retroactive to August 1, 2022.

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


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

OKALOOSA COUNTY, FLORIDA

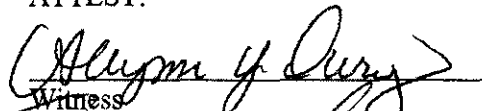
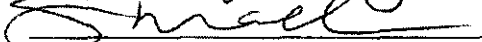
**Jeffrey A Hyde** Digitally signed by Jeffrey A Hyde  
Date: 2022.09.15 07:44:27 -05'00'

Jeffrey Hyde  
Purchasing Manager  
Okaloosa County, Board of County  
Commissioners  
Date: 9-15-22

LOCKHEED MARTIN CORP.

  
Lockheed Martin Corporation  
Lockheed Martin Aeronautics Company  
Date: 9/17/2022

ATTEST:

  
Witness  
  
Witness