

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-03-2017

Contract/Lease Control #: C17-2593-AP

Bid #: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: LOCKHEED MARTIN CORPORATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/01/2017

Expiration Date: 08/01/2022

Description of Contract/Lease: BAILMENT AGREEMENT

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: STAGE@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

Username <input type="text"/>	Password <input type="password"/>	Log In
Forgot Username?	Forgot Password?	Create an Account

Search Results

Current Search Terms: lockheed* martin* corporation*

Your search for "lockheed* martin* corporation*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Glossary

Entity	LOCKHEED MARTIN CORPORATION	Status: Active	View Details
DUNS: 147329176 CAGE Code: 3VVF2 Has Active Exclusion?: No DoDAAC: Expiration Date: 07/17/2018 Debt Subject to Offset? No Purpose of Registration: All Awards			
Entity	Lockheed Martin Corporation	Status: Active	View Details
DUNS: 080343468 CAGE Code: 7PE04 Has Active Exclusion?: No DoDAAC: Expiration Date: 07/31/2018 Debt Subject to Offset? No Purpose of Registration: All Awards			
Entity	LOCKHEED MARTIN CORPORATION	Status: Submitted	View Details
DUNS: 134467732 CAGE Code: 1PVY9 Has Active Exclusion?: No DoDAAC: Expiration Date: Debt Subject to Offset? No Purpose of Registration: All Awards			
Entity	LOCKHEED MARTIN CORPORATION	Status: Active	View Details
DUNS: 003419090 CAGE Code: 38597 Has Active Exclusion?: No DoDAAC: Expiration Date: 05/16/2018 Debt Subject to Offset? No Purpose of Registration: All Awards			
Entity	LOCKHEED MARTIN CORPORATION	Status: Active	View Details
DUNS: 019710586 CAGE Code: 52088 Has Active Exclusion?: No DoDAAC: Expiration Date: 07/20/2018 Debt Subject to Offset? No Purpose of Registration: All Awards			
Entity	Lockheed Martin Corporation	Status: Active	View Details
DUNS: 075796037 CAGE Code: 56232 Has Active Exclusion?: No DoDAAC: Expiration Date: 07/20/2018 Debt Subject to Offset? No Purpose of Registration: All Awards			
Entity	Lockheed Martin Corporation	Status: Active	

- Search Results**
- Entity
- Exclusion
- Search Filters**
- By Record Status**
- Active
- Inactive
- By Record Type**

DUNS: 142673172	CAGE Code: 3QJJ0	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/06/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity LOCKHEED MARTIN ACULIGHT CORPORATION		Status: Active
DUNS: 801518747	CAGE Code: 0WMS3	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/10/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity LOCKHEED MARTIN CORPORATION		Status: Active
DUNS: 002106276	CAGE Code: 80070	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/06/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		
Entity Lockheed Martin Corporation		Status: Active
DUNS: 141446513	CAGE Code: 0TT92	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/05/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

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WWW1

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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>(NEW)</u>	Tracking Number: <u>2554-17</u>
Contractor/Lessee Name: <u>Lockheed Martin Corp.</u>	Grant Funded: YES ___ NO <input checked="" type="checkbox"/>
Purpose: <u>Bailment Agreement</u>	
Date/Term: <u>7-1-22</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>Airports</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stage / Miner</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

Ch - Powell
Purchasing Director or designee

Date: 6/14/2017

Risk Management Review

Approved as written:

Kristal King
Risk Manager or designee

Date: 6-15-17

County Attorney Review

Approved as written:

[Signature]
County Attorney

Date: 7-12-17

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager

Date: _____

From: Parsons, Kerry
To: [Stephanie Herrick](#)
Subject: Re: F-35 ballment agreement
Date: Monday, July 24, 2017 5:45:52 PM

No objections

Sent from my iPhone

On Jul 24, 2017, at 6:01 PM, Stephanie Herrick <sherrick@co.okaloosa.fl.us> wrote:

Kerry,

I just spoke with Tam with Lockheed Martin and they had some very minor changes, however; since you had legally coordinated I wanted to share and ensure I was correct in giving her the approval to make the needed changes/corrections. They were as follows:

- <!--[if IsupportLists]-->1. <!--[endif]-->Added Florida behind Okaloosa County
- <!--[if IsupportLists]-->2. <!--[endif]-->Paragraph 1-removed U.S. Government Property since the model belongs solely to Lockheed Martin.
- <!--[if IsupportLists]-->3. <!--[endif]-->Paragraph 4-removed U.S. Government Property since the model belongs solely to Lockheed Martin.
- <!--[if IsupportLists]-->4. <!--[endif]-->Paragraph 7- removed U.S. Government Property since the model belongs solely to Lockheed Martin.
- <!--[if IsupportLists]-->5. <!--[endif]-->Paragraph 15-added "of" before any... endorsement by Lockheed Martin of any non-federal entity...(grammatical)
- <!--[if IsupportLists]-->6. <!--[endif]-->Paragraph 17-replaced Lender with Bailor (consistency of language).
- <!--[if IsupportLists]-->7. <!--[endif]-->Paragraph 18- replaced Lender with Bailor (consistency of language).

I did approve the above and they have identified the correct signatory. Please let me know if you object to any of the changes. Thanks!

Stephanie

Stephanie Herrick
Airports Deputy Director – Finance
Okaloosa County Airports
1701 State Road 85 N
Eglin AFB, FL 32542
(850) 651-7160 ext. 1051

<[image001.jpg](#)>

[Destin Executive Airport \(DTS\) – Destin-Fort Walton Beach Airport \(VPS\) – Bob Sikes Airport \(CEW\)](#)

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: Parsons, Kerry [<mailto:KParsons@ngn-tally.com>]
Sent: Wednesday, July 19, 2017 1:31 PM
To: Stephanie Herrick <sherrick@co.okaloosa.fl.us>; 'Willis, Tamberneshia N' <tambernessia.n.willis@lmco.com>
Subject: RE: F-35 bailment agreement

Good Afternoon:

As Okaloosa County is a political subdivision of the State of Florida, the County has made it its policy, when possible, to require its contracts to be governed under the laws of the state of Florida.

Regards,
Kerry

From: Stephanie Herrick [<mailto:sherrick@co.okaloosa.fl.us>]
Sent: Tuesday, July 18, 2017 6:03 PM
To: 'Willis, Tamberneshia N'; Parsons, Kerry
Subject: RE: F-35 bailment agreement

Got it! Let me check with our attorney, would make any difference that the property is in Texas? I've included Kerry on this email so she'll know if we can change it back or what the County will accept.

Kerry,
Any idea on the governing law for state?

Thanks for looking at this!!

Stephanie Herrick
Airports Deputy Director – Finance
Okaloosa County Airports
1701 State Road 85 N
Eglin AFB, FL 32542
(850) 651-7160 ext. 1051

<[image004.jpg](#)>

[Destin Executive Airport \(DTS\) – Destin-Fort Walton Beach Airport \(VPS\) – Bob Sikes Airport \(CEW\)](#)

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J R <j.r.mcdonald@lmco.com>

Subject: RE: F-35 bailment agreement

Stephanie,

Thanks. I will take a look at this and get back to you.

Tam

From: Stephanie Herrick [<mailto:sherrick@co.okaloosa.fl.us>]

Sent: Saturday, July 15, 2017 1:20 PM

To: McDonald, J R (US) <j.r.mcdonald@lmco.com>

Cc: Tracy Stage <tstage@co.okaloosa.fl.us>; Robert "Chad" Rogers <rrogers@co.okaloosa.fl.us>; Mike Stenson <mstenson@co.okaloosa.fl.us>; Willis, Tamberneshia N (US) <tambesneshia.n.willis@lmco.com>

Subject: EXTERNAL: RE: F-35 bailment agreement

Importance: High

Mr. McDonald,

Attached is the agreement that has been reviewed by our attorney and comments and changes were made. I believe they are minor changes, however; I wanted to provide you and your attorney a chance to review and approve. I've included the red line version along with a summary of the mark ups. In addition, I included the purposed final version. Once we hear back from you regarding the changes, we'll prepare for your signature and mail. Please let me know if you have any questions. Thanks!

Stephanie

Stephanie Herrick
Airports Deputy Director – Finance
Okaloosa County Airports
1701 State Road 85 N
Eglin AFB, FL 32542
(850) 651-7160 ext. 1051
<[image004.jpg](#)>
Destin Executive Airport (DTS) – Destin-Fort Walton Beach Airport (VPS) – Bob Sikes Airport (CEW)

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From: McDonald, J R [<mailto:j.r.mcdonald@lmco.com>]

Sent: Tuesday, June 13, 2017 2:10 PM



**LOCKHEED MARTIN CORPORATION
BAILMENT AGREEMENT GENERAL PROVISIONS
FOR LOAN OF PROPERTY FROM LOCKHEED MARTIN TO OKALOOSA COUNTY, FLORIDA.**

THIS BAILMENT AGREEMENT (hereafter "Agreement") is entered into as of 1 Aug, 2017, by and between Lockheed Martin Corporation, acting by and through its Lockheed Martin Aeronautics Company, (hereafter "Bailor") and OKALOOSA COUNTY, FLORIDA (hereafter "Bailee"). In recognition of the mutual promises, and other good and valuable consideration, receipt of which is hereby acknowledged, Bailor agrees to deliver and Bailee agrees to accept, the bailment of certain of Bailor's property, at no cost to Bailee, as described herein below.

1. DESCRIPTION OF BAILED PROPERTY

Bailor shall bail to Bailee the following property (hereafter "the Property"): a 1/5th scale F-35 model for display at the Destin-Fort Walton Beach Airport, Florida. Bailor and Bailee agree that, to the best of their knowledge, information, and belief, the listing of the Property herein is a complete list of the Property presently subject to this Agreement. Bailee agrees that notwithstanding the omission of any property to this listing, provided to Bailee and located at Bailee's facilities, the terms of this Agreement apply to all Lockheed Martin, whether presently listed herein or otherwise.

2. VALUE OF PROPERTY

The value of the Property at the time of bailment to Bailee is: \$35,000.00. The Property shall be provided at no cost to Bailee. Bailee shall be liable for all taxes assessed against the Property while in the possession of Bailee.

3. TIME AND PLACE OF DELIVERY OF THE PROPERTY

The Property shall be available for delivery to Bailee at Destin-Fort Walton Beach Airport, on or before 1 August 2017. It is up to the Bailee to coordinate deliver date and time with the USAF Armament Museum.

4. PLACE OF RETURN OF THE PROPERTY

The Property shall be returned by Bailee to Bailor at USAF Armament Museum on or before 1 August 2022 (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.

5. PURPOSE

Bailee shall use the Property only for the purpose of display at the main concourse in the Destin-Fort Walton Beach Airport in Okaloosa County, Florida. Bailee's use shall comply with all applicable laws and regulations, and with applicable requirements and instructions so long as those applicable requirements and/or instructions are provided in writing by Bailor to Bailee.

CERTIFIED A TRUE
AND CORRECT COPY

JD FEACON II
CLERK CIRCUIT COURT

1

BY: *Mary S. Feacon*

DATE: *August 2, 2017*



Jan

6. POINT OF CONTACT

The individuals serving as points of contact for the Property are:

Bailor Julie Austin Phone # 817-777-4208
Bailee Tracy Stage Phone # 850-651-7160

7. TITLE AND TRANSFER OF PROPERTY

Title to the Property shall remain with Bailor, and Bailee shall not sell, transfer, lease, mortgage, borrow against, pledge, encumber, or otherwise create a legal or equitable interest by any third party in the Property, without Bailor's consent. Title to all replacement parts, additions, improvements, and accessories purchased by Bailee, specifically for use with the Property, will vest in Bailor immediately upon attachment to or incorporation in the Property. Bailee shall maintain adequate property control records of the Property.

8. WARRANTY

THE PROPERTY IS FURNISHED BY BAILOR IN AN "AS IS" CONDITION. BAILOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF THE PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

9. LIABILITY FOR LOSS OF PROPERTY

Bailee assumes the risk of, and shall be responsible for, any loss, theft, destruction, or damage to the Property while the Property is in Bailee's possession or control. Bailee shall return the Property in the same condition as it was received, except for reasonable wear and tear occasioned by normal and ordinary use. Bailee shall, to the extent reasonably required, be responsible for normal maintenance of the Property, exclusive of replacement parts and calibration. Bailee, to the extent provided by law, shall indemnify, defend, and hold harmless Bailor against all loss and damage to the Property during the term of this Agreement and against any third party claims arising from or relating to the bailment of the Property.

10. LIMITATIONS OF LIABILITY

In no event shall either party be liable for exemplary, punitive, special, incidental, or consequential damages arising out of or connected in any way with the bailment, use, or operation of the Property.

11. APPLICABLE LAW AND SEVERABILITY

This Agreement shall be construed and interpreted in accordance with the laws of the state of Florida, without regard to its conflict of law provisions. If any provision is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions shall not be affected thereby and shall remain in full force and effect. This Agreement excludes the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods. This Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. Neither party shall have the authority to bind the other except to the extent authorized herein.

side

12. ASSIGNMENT

Bailee shall not assign any of its obligations under this Agreement without the prior written consent of Bailor. All of the terms of this Bailment Agreement and the rights and obligations conferred hereunder shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the parties' respective successors and assigns.

13. INSURANCE

Bailee shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon full replacement value (FRV) so long as the Property remains in its possession. Bailee further agrees to furnish the Bailor proof of said insurance. For Bailees with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse Lockheed Martin for the FRV of the Property.

14. BAILEE OBLIGATION/COSTS

Bailee has requested the loan of Lockheed Martin property, and hereby agrees to be responsible for all arrangements and, will pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from Bailee's location. Bailee will not have an annual fee to Bailor.

15. LOAN CONDITIONS

Bailee agrees that the Property shall be used for static display purposes only. Bailee shall not remove any parts from loaned aircraft. Bailor provides authorization to Bailee to modify the property to enable suspension from the ceiling. The modification will include the installation of steel eye bolts that will enable the attachment of lift cables. Modification specifications will be provided to Bailor for written approval before execution. In addition, the loan conditions will be acknowledged in writing post-modification. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by Lockheed Martin of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind. The Property shall not be used for political purposes of any kind or as part of a political event, including, but not limited to, advertising or promotion of a political event, or as background for a political debate, speech or other political event.

16. POSSESSION

Bailee shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. Bailee shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.



17. AGREES

Bailee agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property.

18. INCIDENT REPORTING

Bailee shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

19. COMPLETE AGREEMENT

This Agreement constitutes the complete and final Agreement between the parties and supersedes all prior representations and agreements of the parties with respect to the subject matter hereof.

20. SURVIVABILITY

If this Agreement expires, is completed, or is terminated, the parties shall not be relieved of those obligations contained in this Agreement for the following clauses:

- APPLICABLE LAW AND SEVERABILITY
- DISPUTES
- LIABILITY FOR LOSS OF PROPERTY
- LIMITATIONS OF LIABILITY
- WARRANTY
- TITLE AND TRANSFER OF PROPERTY
- WAIVERS AND REMEDIES

21. DISPUTES

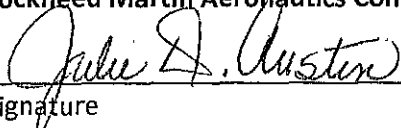
All disputes under this Agreement that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under, or in connection with this Agreement.

22. WAIVERS AND REMEDIES

Failure by either party to enforce any of the provisions of this Agreement or any applicable laws shall not constitute a waiver of the requirements of such provisions or laws, or as a waiver of the right of a party thereafter to enforce such provisions or laws. The rights and remedies of either party in this Agreement are cumulative and in addition to any other rights and remedies provided by law or in equity.

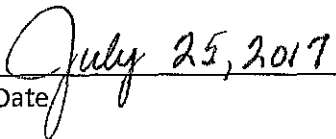
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, and it may not be modified in any form prior to expiration without their mutual express written consent.

LOCKHEED MARTIN CORPORATION
Lockheed Martin Aeronautics Company

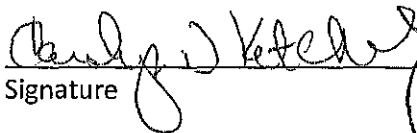

Signature

Julie D. Austin
Typed Name

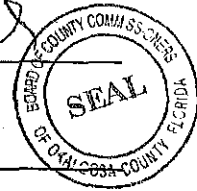
Senior Manager, Business Ventures Contracts
Title


Date

OKALOOSA COUNTY, FLORIDA


Signature

Carolyn N. Ketchel
Typed Name



Chairman, Board of County Commissioners
Title

08 / 01 / 2017
Date

COMMENTS/REMARKS

Deductible: All Other Perils \$50,000 except as per below

Flood \$50,000 except as per below

Earth Movement \$50,000

NS Wind/Hail 3% Per Occurrence, Per Location, subject to a \$100,000 Minimum Per Occurrence and \$5,000,000 Maximum Per Occurrence

AO Wind/Hail \$50,000

Flood: Maximum NFIP, whether purchased or not, for locations in Zones B, X500 or X-shaded; plus \$100,000 Per Occurrence

Certain Underwriters at Lloyds

Policy # - AMR-36901-03

Indian Harbor Insurance Company

Policy # - AMP7524561-03

QBE Specialty Insurance Company

Policy # - MSP-12290-06

Steadfast Insurance Company

Policy # - CPP9653576-06

General Security Indemnity Company of AZ

Policy # - 10T029659-04613-17-02

United Specialty Insurance Company

Policy # - USI-15316-02

Lexington Insurance Company

Policy # - LEX-084299311-02

Princeton E&S Lines Insurance Company

Policy # - 7DA3CM0004438-02

International Insurance Company of Hannover

Policy # - HAN-14579-02