

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/15/2021

Contract/Lease Control #: L17-0454-AP

Procurement#: LEASE

Award To/Lessee: UNITED STATES ORGANIZATON (USO)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/202

Expiration Date: 09/30/2026

Description of: USO SPONSORED MILITARY LOUNGE

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: 217-0454-A Tracking Number: 440421  
Procurement/Contractor/Lessee Name: USO Grant Funded: YES \_\_\_ NO X  
Purpose: renewal  
Date/Term: 9-30-26  
Department #: \_\_\_\_\_  
Account #: NA  
Amount: \_\_\_\_\_  
Department: Airport Dept. Monitor Name: Stacy

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 8-10-21  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

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

Approved as written: no federal fed's Grant Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Grants Coordinator \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 8-10-21  
Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: see email attached Date: 8-24-21  
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

---

**From:** Lisa Price  
**Sent:** Tuesday, August 10, 2021 2:01 PM  
**To:** DeRita Mason  
**Subject:** RE: USO Renewal 2021.docx

Approved by risk.

Lisa Price  
Risk Management  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



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

*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, August 10, 2021 1:32 PM  
**To:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>  
**Cc:** Kerry Parsons <[kparsons@myokaloosa.com](mailto:kparsons@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: USO Renewal 2021.docx

Good morning,

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Tuesday, August 24, 2021 10:13 AM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Lisa Price  
**Subject:** Re: USO Renewal 2021.docx

This is approved as to legal sufficiency.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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  
**Sent:** Tuesday, August 10, 2021 2:31:50 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Lisa Price  
**Subject:** FW: USO Renewal 2021.docx

Good morning,  
Please review the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPF  
Senior Contracts and Lease Coordinator  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
(850) 689-5960  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

"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."

**UNITED SERVICES ORGANIZATIONS (USO)**

**OPERATING AGREEMENT**

**THIS OPERATING AGREEMENT** is entered into this 15<sup>th</sup> day of October, 2021, by and between Okaloosa County, Florida, a political subdivision of the State, (hereinafter referred to as "County"), and United Services Organizations (USO), (hereinafter referred to as "USO").

**WITNESSETH:**

**WHEREAS**, County owns and operates the Destin – Fort Walton Beach Airport, located in the County of Okaloosa, State of Florida, ("Airport"); and

**WHEREAS**, Licensee is a national organization supporting United States military personnel; and

**WHEREAS**, County deems it advantageous to itself and to its operation of the Airport to grant an Operating Agreement for a USO sponsored lounge that will provide comfort to United States military personnel while traveling.

**NOW THEREFORE**, in consideration for the foregoing, the County hereby grants to the USO the following privileges:

**Section 1: Use of Space**

The County shall provide an area within the Destin-Fort Walton Beach Airport, for the USO to sponsor a military lounge. The area to be used as the USO sponsored military lounge is that depicted on Attachment "A". This area shall only be used as a USO sponsored military lounge that will provide comfort to active duty or retired United States military personnel and active duty military dependents only while traveling. The USO shall not be permitted to utilize the designated area for other purposes. Any permanent or temporary installation of any signage and or brochure displays or made available for the public must be approved by the Airports Director.

**Section 2: Term & Consideration**

The term of this Operating Agreement will begin on October 1, 2021 and will end on September 30, 2026 unless sooner terminated or extended as provided herein.

In consideration for the privileges granted to the USO under this Agreement, the USO shall staff the Airport's informational desk during all times the USO is open for business.

The USO staff and volunteers shall follow the Airport's policies and procedures and report any security threats to the Airport Operations Center and follow directions during airport emergencies. The USO Manager and USO Director will meet with the Airports Director quarterly to assess customer service levels and training associated with passenger assistance information.

All staff and volunteers shall provide proof of a CHRC (Criminal History Records Check) and be credentialed by the USO organization.

**CONTRACT: L17-0454-AP  
UNITED STATES ORGANIZATION (USO)  
USO SPONSORED MILITARY LOUNGE  
EXPIRES: 09/30/2026**

**Section 3: Option to Renew**

USO will have an option to renew this Operating Agreement with consent from County for additional five-year periods to coincide with the Eglin Lease Agreement expiration date.

**Section 4: Termination**

Either party may terminate this agreement in writing to the other party with at least thirty (30) days' notice.

**Section 5: Parking**

County will provide complimentary parking for all USO employees and volunteers while on duty in the employee parking area or designated parking slots.

**Section 6: Maintenance and Repair**

USO will be responsible for all maintenance and repair within the premises and for all items of personal property that belongs to USO.

**Section 7: Compliance with Laws**

During the term and any extensions of term USO will at all times fully and promptly observe, obey and comply with all statutes, laws, ordinances, orders, rules, regulations, airport policies and procedures, and standards, whether now in effect or hereinafter enacted, adopted or promulgated by County, any municipal, state or federal agency, or any other lawful authority having jurisdiction over the premises, the operation of the Airport, or the business conducted by USO at or from the premises, including, but not limited to, those relating to safety, cleanliness, occupancy and use of premises, to the nature, character and manner of operation of the business conducted in, at or from said premises, and to the conduct of USO agents and employees or volunteers while on Airport property.

**Section 8: Hold Harmless**

To the fullest extent permitted by law, USO shall indemnify hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional, wrongful conduct of the USO and other persons employed or utilized by the USO in the performance of this Operating Agreement.

**Section 9: Insurance**

USO agrees that during the entire term or any extension of this Operating Agreement, keep in full force and effect, a policy of public liability insurance with respect to the premises. The limits of public liability shall not be less than One Million Dollars Combined Single Limit (CSL). The County reserves the right to increase the minimal public liability insurance requirements as circumstances may warrant. All public liability insurance coverage shall be endorsed to include Okaloosa County as an additional insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the premises and annually upon renewal, USO shall furnish County a certificate of insurance evidencing all required insurance. The certificate of insurance shall be delivered to Okaloosa County Airports, Administration, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498.

**Section 10: Notices**

Any and all notices given under this Operating Agreement may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first-class mail with postage therein paid or hand carried to Airports Administration or to USO. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498. The address of the USO is: United Services Organization, Dana Cervantes, 1701 State Road 85 N, Suite 11, Eglin AFB, FL 32542-1498.

**Section 11: Entire Operating Agreement**

This Operating Agreement contains Sections 1 to 11 and the location of designation on file with the Airports. It constitutes the entire Operating Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by County and USO.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

OKALOOSA COUNTY

Jeffery A. Hyde

Jeff A. Hyde  
Purchasing Manager

Date: 10 / 15 / 2021

UNITED SERVICE ORGANIZATIONS

Dana Cervantes

Dana Cervantes

Date: 10 / 15 / 2021

WITNESSES FOR USO

Nicole Boonmast

Print

[Signature]

Signature

Matthew Boonmast

Print

[Signature]

Signature



## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/27/2017

Contract/Lease Control #: L17-0454-AP

Bid #: N/A

Contract/Lease Type: LEASE

Award To/Lessee: United Services Organizations (USO)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/27/2017

Expiration Date: 09/30/2021

Description of Contract/Lease: USO Sponsored Military Lounge

Department: AP

Department Monitor: STAGE/MINER

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

## CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>L 17-0454-AP</u>	Tracking Number: <u>2063-17</u>
Contractor/Lessee Name: <u>United Services Organizations (USO)</u>	Grant Funded: YES ___ NO ___
Purpose: <u>License Agreement</u>	
Date/Term: <u>Sep 30, 2021</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>AP</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Stage/minier</u>	
Document has been reviewed and includes any attachments or exhibits.	

<b>Purchasing Review</b>	
Procurement requirements are met:	
<u>Ch - Powell</u>	Date: <u>10/6/2016</u>
Purchasing Director or designee	Zan Fedorak, Charles Powell, DeRita Mason

<b>Risk Management Review</b>	
Approved as written:	
<u>Krystal King</u>	Date: <u>10-10-16</u>
Risk Manager or designee	Laura Porter or Krystal King

<b>County Attorney Review</b>	
<i>See email dated 11/7/2016</i>	
Approved as written:	
_____	Date: _____
County Attorney	Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

<b>Contract &amp; Grant</b>	
Document has been received:	
_____	Date: _____
Contracts & Grants Manager	

## Charles Powell

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, November 07, 2016 7:41 AM  
**To:** Dave Miner; Charles Powell; Zan Fedorak  
**Cc:** Stephanie Herrick  
**Subject:** RE: USO Agreement 10-31-16

This is approved for legal sufficiency.

---

**From:** Dave Miner [mailto:dminer@co.okaloosa.fl.us]  
**Sent:** Monday, October 31, 2016 11:44 AM  
**To:** Charles Powell; Zan Fedorak  
**Cc:** Stephanie Herrick; Parsons, Kerry  
**Subject:** USO Agreement 10-31-16

Charles:

Some changes were made to this agreement and it is being sent back through coordination.

Thank you.

Dave

## Dave Miner

---

**From:** Dana Cervantes <dcervantes@uso.org>  
**Sent:** Thursday, January 26, 2017 10:18 AM  
**To:** Diane Freeman; Dave Miner  
**Subject:** Re: Operating Agreement

Yes, perfectly fine with me. Thanks so much.  
Dana

Dana Cervantes  
Director  
USO Northwest Florida  
PO Box 33135  
Pensacola, FL 32508  
850-455-8280 opt 5 office  
850-485-6279 cell  
[www.uso.org/northwestflorida](http://www.uso.org/northwestflorida)

---

**From:** Diane Freeman  
**Sent:** Thursday, January 26, 2017 9:45:20 AM  
**To:** Dave Miner  
**Cc:** Dana Cervantes  
**Subject:** Re: Operating Agreement

Good morning Dave -

I'm pretty certain Dana would be fine with the change. I have cc'd her in the event she feels differently.

Hopefully, you can check this off your list!

Diane Freeman  
USO Center Operations Supervisor  
Destin Fort Walton Beach Airport  
(850) 609-4738  
[Support USO Northwest Florida by donating at www.uso.org/donateNWflorida!](http://www.uso.org/donateNWflorida!)  
**CFC #11381**

---

**From:** Dave Miner <dminer@co.okaloosa.fl.us>  
**Sent:** Thursday, January 26, 2017 7:48 AM

**To:** Diane Freeman  
**Subject:** Operating Agreement

Diane:

Thanks for bringing the Agreement up yesterday. When I was getting it ready to send out for signature I noticed that the signature block will need to be changed. The person on the paperwork has left and we have a new Purchasing Director. Do I have Ms. Cervantes's or your permission to change the signature block?

Thanks and please let me now.

Dave

David E. Miner  
Properties and Leases  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.flyvps.com](http://www.flyvps.com)

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

USER NAME  PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

[Create an Account](#)

# Search Results

**Current Search Terms: united\* services\* organization\***

**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.

No records found for current search.

## Glossary

[Search](#)

[Results](#)

[Entity](#)

[Exclusion](#)

[Search](#)

[Filters](#)

[By Record Status](#)

[By Record Type](#)

SAM | System for Award Management 1.0

IBM v1.P.60.20161222-1237

WWW1

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



UNITED SERVICES ORGANIZATIONS (USO)

OPERATING AGREEMENT

*PLM* THIS OPERATING AGREEMENT is entered into this 27<sup>th</sup> day of January, 2016, by and between Okaloosa County, Florida, a political subdivision of the State, (hereinafter referred to as "County"), and United Services Organizations (USO), (hereinafter referred to as "USO").

**WITNESSETH:**

**WHEREAS**, County owns and operates the Destin – Fort Walton Beach Airport, located in the County of Okaloosa, State of Florida, ("Airport"); and

**WHEREAS**, Licensee is a national organization supporting United States military personnel; and

**WHEREAS**, County deems it advantageous to itself and to its operation of the Airport to grant an Operating Agreement for a USO sponsored lounge that will provide comfort to United States military personnel while traveling.

**NOW THEREFORE**, in consideration for the foregoing, the County hereby grants to the USO the following privileges:

**Section 1: Use of Space**

The County shall provide an area within the Destin- Fort Walton Beach Airport, for the USO to sponsor a military lounge. The area to be used as the USO sponsored military lounge is that depicted on Attachment "A". This area shall only be used as a USO sponsored military lounge that will provide comfort to United States military personnel while traveling. The USO shall not be permitted to utilize the designated area for other purposes.

**Section 2: Term & Consideration**

The term of this Operating Agreement will begin on October 1, 2016 and will end on September 30, 2021 unless sooner terminated or extended as provided herein.

In consideration for the privileges granted to the USO under this Agreement, the USO shall provide an individual to assist at the Airport's informational desk seven (7) days a week.

**Section 3: Option to Renew**

USO will have an option to renew this Operating Agreement with consent from County for additional five year periods to coincide with the Eglin Lease Agreement expiration date.

**Section 4: Termination**

Either party may terminate this agreement in writing to the other party with at least thirty (30) days' notice.

**Lease# L17-0454-AP  
United Services Organizations (USO)  
USO Sponsored Military Lounge  
EXPIRES: 09/30/2021**

### **Section 5: Parking**

County will provide complimentary parking for all USO employees and volunteers while on duty in the employee parking area or designated parking slots.

### **Section 6: Maintenance and Repair**

USO will be responsible for all maintenance and repair within the premises for all items of personal property that belongs to USO.

### **Section 7: Compliance with Laws**

During the term and any extensions of term USO will at all times fully and promptly observe, obey and comply with all statutes, laws, ordinances, orders, rules, regulations, and standards, whether now in effect or hereinafter enacted, adopted or promulgated by County, any municipal, state or federal agency, or any other lawful authority having jurisdiction over the premises, the operation of the Airport, or the business conducted by USO at or from the premises, including, but not limited to, those relating to safety, cleanliness, occupancy and use of premises, to the nature, character and manner of operation of the business conducted in, at or from said premises, and to the conduct of USO agents and employees or volunteers while on Airport property.

### **Section 8: Hold Harmless**

To the fullest extent permitted by law, USO shall indemnify hold harmless County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional, wrongful conduct of the USO and other persons employed or utilized by the USO in the performance of this Operating Agreement.

### **Section 9: Insurance**

USO agrees that during the entire term or any extension of this Operating Agreement, keep in full force and effect, a policy of public liability insurance with respect to the premises. The limits of public liability shall not be less than One Million Dollars Combined Single Limit (CSL). The County reserves the right to increase the minimal public liability insurance requirements as circumstances may warrant. All public liability insurance coverage shall be endorsed to include Okaloosa County as an additional insured. In addition, all insurance policies shall contain a clause that the insurer will not cancel or change the insurance without first giving the County thirty (30) days prior written notice. Prior to occupying the premises and annually upon renewal, USO shall furnish County a certificate of insurance evidencing all required insurance. The certificate of insurance shall be delivered Okaloosa County, 5749 A Old Bethel Road, Crestview, FL and a copy to Okaloosa County Airports, Administration, 1701 State Road 85 North, Suite 1, Eglin AFB, FL 32542-1498.

### **Section 10: Notices**

Any and all notices given under this Operating Agreement may be served by enclosing the same in a sealed envelope and directed to the other party at its address and deposited in the mail as first class mail with postage therein paid or hand carried to Airports Administration or to USO. Unless otherwise provided in writing by the parties hereto, the address of the Airport Director is as follows: Okaloosa County Airports, 1701 State Road 85 N, Suite 1, Eglin AFB, FL 32542-1498. The address of the USO is: United Services Organization, Dana Cervantes, 1701 State Road 85 N, Suite 11, Eglin AFB, FL 32542-1498.



**Section 11: Entire Operating Agreement**

This Operating Agreement contains Sections 1 to 11 and the location of designation on file with the Airports. It constitutes the entire Operating Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by County and USO.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. One to the Agreement on the respective dates under each signature.

OKALOOSA COUNTY



~~Zan Fedorak~~ Greg Kisela *Alan*

Purchasing Manager Director *Alan*

Date: 1 / 27 / 17

UNITED SERVICE ORGANIZATIONS



Dana Cervantes

Date: 12 / 28 / 16

WITNESSES FOR USO

Tracey Castillo

Print



Signature

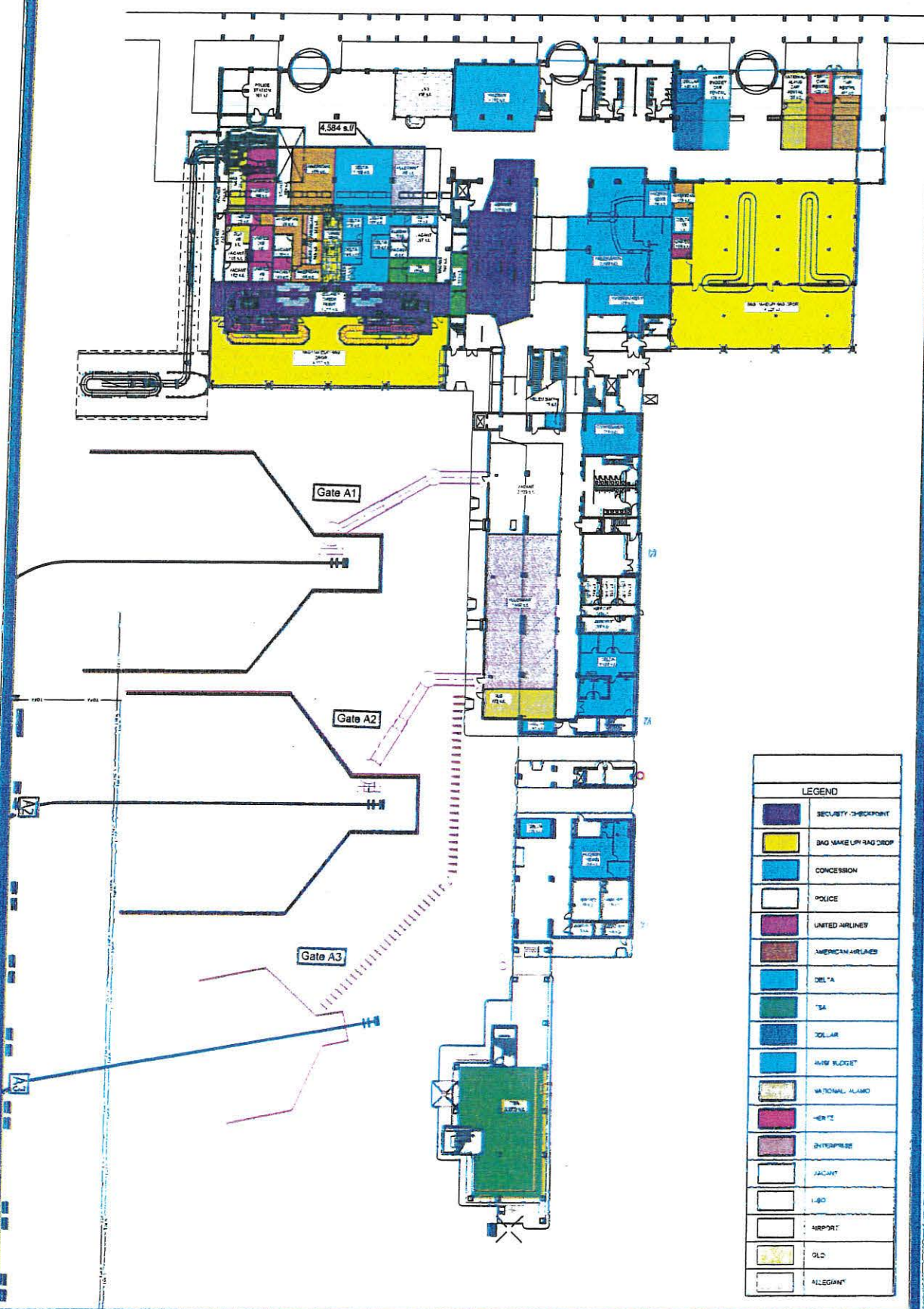
BRADLEY N. DAUS JR

Print



Signature

"DESTIN-FORT WALTON BEACH AIRPORT (VPS)"



LEGEND	
[Purple Box]	SECURITY CHECKPOINT
[Yellow Box]	BAG MAKE UP BAG DROP
[Blue Box]	CONCESSION
[White Box]	POLICE
[Pink Box]	UNITED AIRLINES
[Brown Box]	AMERICAN AIRLINES
[Light Blue Box]	DELTA
[Green Box]	SEA
[Dark Blue Box]	TOLLAR
[Light Blue Box]	AIRW BLOCKET
[Light Green Box]	NATIONAL ALIANT
[Red Box]	HERTZ
[Dark Red Box]	ENTERPRISE
[White Box]	VACANT
[White Box]	LIB
[White Box]	AIRPORT
[Yellow Box]	OLD
[White Box]	ALLEGANT

