

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



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>
Sent: Tuesday, August 10, 2021 1:32 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Lisa Price <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

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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

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UNITED SERVICES ORGANIZATIONS (USO)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is entered into this 15th 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