

ANNUAL FACILITY PERMIT AGREEMENT

THIS AGREEMENT is made this ^{December} 13 day of ~~June~~, 2019, between Honeywell, and PINELLAS COUNTY, FLORIDA, a subdivision of the state of Florida, at 315 Court Street, Clearwater, FL 33756 (hereinafter "County").

WHEREAS, Honeywell wishes to obtain and the County is authorized and willing to issue an Annual Facility Permit ("Annual Facility Permit") pursuant to Section 105.1.1 of the Florida Building Code (6th Edition 2017) to allow and facilitate Honeywell to perform routine service, repairs, and refurbishing of its facilities without having such construction inspected in an in-process fashion by the County.

NOW, THEREFORE, in consideration of the material covenants contained herein, the parties agree as follows:

1. Honeywell will obtain an Annual Facility Permit for each building for a one-year term commencing on January 1st, for the routine or emergency service, refurbishing, repair, and renovation of an existing electrical, gas, mechanical, plumbing or interior non-structural office systems); or routine emergency service, repair, refurbishing of service systems manufacturing equipment in installation/ relocation in its existing facilities during that year.

2. There will be no individual permits issued but rather one Annual Facility Permit for each facility or building. This permit will be charged the minimum fee per trade for record keeping and annual inspection. Each set of project documents for the Annual Facility Permit must be signed and sealed by the Design Professional of Record. Honeywell shall retain the services of a designated Design Professional of Record who will take full responsibility for all plan review requirements and periodic inspections throughout the project for compliance with the applicable codes, including but not limited to, building, electrical, plumbing, mechanical, accessibility and life safety. All Annual Facility Permit project documents will be placed in one file throughout the year and then, once per year on or before January 15th of the subsequent year, a project log separated by project will be sent to the Building Department as the official report. Accompanying the report will be a statement from the Design Profession of Record that the projects identified on the project log, meet all applicable codes. Honeywell will maintain the project documents with detailed records of the alterations made for three (3) years following the project completion.

3. The building official of the County is authorized to revoke or withhold the issuance of any future permits if a pattern of code violations is found to exist. The building official of the County may enforce any penalties against Honeywell authorized in the Florida Building Code and the Pinellas County Code.

4. The County may perform a final inspection of any of the projects completed during the prior years and the term of this Agreement.

5. The term of the Agreement is from the date the Agreement is executed or written above through December 31, 2024. Honeywell, pursuant to the provisions of the Agreement, will renew the Annual Facility Permits by January 15th of each year, and will file the Annual Facility Permit project documents for work in the previous year by January 15th of the subsequent year.

6. Honeywell undertakes to indemnify and save harmless the County from any and all liability, loss or damage the County may suffer as a result of claims, demands, costs, or judgments against it arising from any injuries which may occur to persons while they are on Honeywell premises, resulting from the defective construction or negligence of the agents, servants, contractors or employees of Honeywell. The indemnification is limited to that construction which is permitted in accordance with this Agreement.

7. County and Honeywell agree to notify each other, in writing, within ten (10) days, by registered mail at each party's respective address as stated in this Agreement, of any claims made against either party on any obligation under this Agreement.


8. Either party may terminate this Agreement upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

{NAME OF PARTY}


By: _____
{Attesting Party Secretary}

By:  _____
{Attesting Party Representative}
Scott Harczynski - Vice President
Health, Safety, Environment and
Facilities

WITNESS:

By: Della Klug _____

PINELLAS COUNTY, FLORIDA
By and through its County
Administrator

By:  _____
Barry Burton
County Administrator

APPROVED AS TO FORM

By:  _____
Office of the County Attorney

PCAO 244847